

CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. June 19, 2007

City Council Chambers
455 North Main

ORDER OF BUSINESS

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the June 12, 2007 regular meeting

AWARDS AND PROCLAMATIONS

- Proclamations:
 - Dump the Pump. Take Public Transportation.

PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Cynthia A. Gardner-Discussion of lifeguard standards within Wichita.

CONSENT AGENDA

2. Report of the Board of Bids and Contracts Dated June 18, 2007

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2007</u>	<u>(Consumption on Premises)</u>
Richard Diamond	Ty's Diner Inc.*	928 West Second
<u>Renewal</u>	<u>2007</u>	<u>(Consumption off Premises)</u>
Mark Branham	Quik Trip # 313	3164 South Hillside
Mark Branham	Quik Trip # 320	1021 West 31st Street South
Mark Branham	Quik Trip # 321	6011 West Central
Mark Branham	Quik Trip # 325	1414 North Oliver
Mark Branham	Quik Trip # 326	2010 South Broadway
Mark Branham	Quik Trip # 328	2801 South Hydraulic
Mark Branham	Quik Trip # 329	5602 East Harry
Mark Branham	Quik Trip # 343	242 South Tyler
Mark Branham	Quik Trip # 345	4020 South Meridian
Mark Branham	Quik Trip # 347	1532 South Seneca
Mark Branham	Quik Trip # 349	1112 West Douglas
Mark Branham	Quik Trip # 353	110 South Rock Road
Mark Branham	Quik Trip # 356	4808 South Hydraulic
Mark Branham	Quik Trip # 358	7120 West 21st Street North
Mark Branham	Quik Trip # 360	3933 West 13th Street
Mark Branham	Quik Trip # 366	1620 South Webb Road
Mark Branham	Quik Trip # 368	626 West 21st Street North
Mark Branham	Quik Trip # 369	3216 East Harry
Mark Branham	Quik Trip # 372	3126 East Pawnee
Mark Branham	Quik Trip # 373	1610 East Lincoln
Mark Branham	Quik Trip # 374	10315 West 13th Street
Mark Branham	Quik Trip # 376	2106 South Rock Road
Mark Branham	Quik Trip # 378	5611 South Broadway
Mark Branham	Quik Trip # 383	11223 East Central
Mark Branham	Quik Trip # 384	2510 West Pawnee
Mark Branham	Quik Trip # 386	1010 East Douglas
Mark Branham	Quik Trip # 388	7991 East 37th Street North
Mark Branham	Quik Trip # 389	4730 East Central
<u>New Establishment</u>	<u>2007</u>	<u>(Consumption off Premises)</u>
Manivah Syhanath	Hillside Smoke Shop	2939 South Hillside

Special Event

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. Lateral 12, Main 6 Cowskin Interceptor Sewer to serve Southwest Passage Addition south of Pawnee, west of 119th Street West (468-84228/744209/480897) Does not affect traffic. (District V) - \$169,000.00
- b. Water Supply Line to serve Southwest Passage Addition south of Pawnee, west of 119th Street West (448-90230/735345/470018) Does not affect traffic. (District V) - \$186,000.00
- c. Water Distribution System to serve Turkey Creek Addition south of Pawnee, west of 119th Street West (448-89959/735351/470024) Does not affect traffic. (District V) - \$70,000.00
- d. Water Distribution System to serve Southwest Passage Addition south of Pawnee, west of 119th Street West (448-90231/735346/470019) Does not affect traffic. (District V) - \$74,000.00
- e. 2007 Contract Maintenance Bridge Rail Rehabilitation, Phase 1 K-15 Bridge over Wichita Drainage Canal & Mosley Bridge over Chisholm Creek (472-84558/132720/) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$194,000.00
- f. Cost of Carmax frontage road along the south side of Kellogg from the west line of Pizza Hut Second Addition to approximately 250 feet east of the east line of Pizza Hut Second Addition south of Kellogg, east of Webb Road (472-84141/765929/490-042) (District II).

RECOMMENDED ACTION: Receive and file.

5. Deeds and Easements:

- a. Drainage and Utility Easement dated May 15, 2007 from Fox Ridge Development Company, Inc. for a tract of land lying within portions of Lots 14 through 20, Block 1, Fox Ridge Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 607861) No cost to City (D18158).
- b. Sanitary Sewer Easement dated October 31, 2006 from Slawson Commercial Properties, L.L.C. for tracts of land lying in Lots 3 and 4, Block 2 Oak Creek 3rd, an addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No cost to City (D18159).
- c. Sanitary Sewer Easement dated January 25, 2006 from Coxco, L.L.C., a Kansas Limited Liability Company for a tract of land lying in Lot 11, Zoo Business Park, Wichita, Sedgwick County, Kansas, (OCA # 607861). No cost to City (D18160).
- d. Utility Easement dated March 8, 2007 from Ethanol Products, L.L.C. for tracts of land lying in Lots 1 and 2, Block 1, Industrial Air Center, an addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No cost to City (D18161).
- e. Utility Easement dated March 9, 2007 from Ethanol Products, L.L.C. for tracts of land lying in Lots 2 and 3, Block 1, Industrial Air Center, an addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No cost to City (D18162).
- f. Drainage Dedication from CBB Northlakes, LLC, a Kansas Limited Liability Company, for a tract of land lying in the NW 1/4 of the NE 1/4 of Sec. 24, Twp. 26-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, (OCA # 607861). No cost to City (D18163).
- g. Utility Easement dated May 30, 2007 from FLKS Land Development, LLC for tracts of land lying in the Southeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, (OCA # 744216), No cost to City.

(Item 5 continued)

- h. Dedication from Bachman Enterprises, Inc. for a tract of land lying in the SW 1/4 of the NW 1/4 of Section 19, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, (OCA # 766149). No cost to City.
- i. Storm Water Drainage and Detention Basin Improvements Easement dated May 29, 2007 from Prairie Pond Plaza Owner's Association for a pond lying within Reserve A, Prairie Pond Plaza Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751397) No cost to City.
- j. Storm Water Drainage and Detention Basin Improvements Easement dated May 29, 2007 from Maple Group LLC for a pond lying within Reserve B, Shadow Woods Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751400) No cost to City.
- k. Storm Water Drainage and Detention Basin Improvements Easement dated May 29, 2007 from West Wichita Development Inc. for ponds lying within Reserve C, D & E, Auburn Hills 16th Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751418) No cost to City.
- l. Storm Water Drainage and Detention Basin Improvements Easement dated May 22, 2007 from Avalon Park LLC for a pond lying within Reserve C, Avalon Park 3rd Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751401) No cost to City.
- m. Storm Water Drainage and Detention Basin Improvements Easement dated May 22, 2007 from Avalon Park LLC for a pond lying within Reserve B, Avalon Park 3rd Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751402) No cost to City.
- n. Storm Water Drainage and Detention Basin Improvements Easement dated May 23, 2007 from Southern Ridge Homeowners Association for a pond lying within Reserve B, Southern Ridge 3rd Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751406) No cost to City.
- o. Storm Water Drainage and Detention Basin Improvements Easement dated May 24, 2007 from Avalon Park 2nd Addition HOA for a pond lying within Reserve B, Avalon Park 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751374) No cost to City.
- p. Storm Water Drainage and Detention Basin Improvements Easement dated May 22, 2007 from Fox Ridge Dev. Co., Inc. ETAL for a pond lying within Reserve B, Fox Ridge Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751398) No cost to City.
- q. Storm Water Drainage and Detention Basin Improvements Easement dated June 4, 2007 from Chestnut Ridge LLC for a pond lying within Reserve B, Krug North Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751405) No cost to City.
- r. Storm Water Drainage and Detention Basin Improvements Easement dated May 31, 2007 from Rick Thompson Construction Inc. for a ponds lying within Reserves A & B, Cheryl's Hollow Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751389) No cost to City.
- s. Storm Water Drainage and Detention Basin Improvements Easement dated May 24, 2007 from Maple Shade Townhomes Owners Association. for ponds lying within Reserve A, Maple Shade Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 751407) No cost to City.

RECOMMENDED ACTION: Accept documents.

6. Consideration of Street Closures/Uses.

Automobilia's Moonlight Car Show and Street Party, July 14, 2007, 4:00 p.m. until 12:00 a.m. (District VI)

- First Street, Broadway to Mosley
- Topeka Street, Douglas to First Street
- Emporia Street, Douglas to Second Street
- St. Francis Street, Douglas to Second Street
- Santa Fe Street, Douglas to First Street
- Mead Street, First Street to Douglas
- Moore Street, First Street to Douglas
- Rock Island Street, First Street to Douglas

RECOMMENDED ACTION: Approve the request subject to: 1) hiring off-duty certified law enforcement officers as required; 2) obtaining barricades to close the streets in accordance with requirements of Police, Fire, and Public Works Department; and 3) Certificate of Liability Insurance on file with the Community Events Coordinator.

6b. Street Closure: Eastbound Pawnee, Meridian to Seneca. (District IV)

RECOMMENDED ACTION: Approve the partial street closure.

7. Minutes of Advisory Boards/Commissions:

Deferred Compensation Board of Trustees – Quarterly, February 15, 2007.
Deferred Compensation Board of Trustees – Special Meeting, March 23, 2007
District II Advisory Board, April 2, 2007
District VI Advisory Board, April 2, 2007
Code Standards and Appeals, April 2, 2007
Employees and Police and Fire Retirement Boards, April 5, 2007
Police and Fire Retirement System, April 25, 2007
Code Standards and Appeals, May 7, 2007

RECOMMENDED ACTION: Receive and file.

8. Agreements/Contracts:

- a. Pawnee from 119th Street to Maize Road. (District IV)-supplemental.
- b. Consent Agreement for Encroachment into existing Easement for Main 20, Monarch Landing Addition, north of 21st Street, West of 159th Street East. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

9. Design Services Agreement:

- a. Meadowlake Beach Addition, north of 55th Street South, west of Clifton. (District III)
- b. Blackstone and Cheryl's Hollow Second Additions, east of 151st Street West, north of 13th Street. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

10. Consumer Price Index (CPI) Adjustment for Brooks C & D, Construction and Demolition, Landfill Contractor.
(District VI)

RECOMMENDED ACTION: Increase the current tipping fee from \$20 to \$22 (10%) and approve the \$2 increase in the contractor's portion of the tipping fee to become effective August 1, 2007.

11. Justice Assistance Grant.

RECOMMENDED ACTION: Approve the MOU and authorize the necessary signatures.

12. General Obligation Bond and Note Sale.

RECOMMENDED ACTION: Adopt the resolution 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement and; 4) authorizing publication of the Notice of Sale.

13. Grant Application-Enhancements to the Public Safety Computer System.

RECOMMENDED ACTION: Approve the grant application and authorize the Mayor to sign the grant application and grant assurances.

13a. Payment of Judgment and Settlement of Lawsuit.

RECOMMENDED ACTION: Ratify the negotiated agreement and authorize payment of \$80,000.00 to DETAMC, Inc. and its attorneys as a full satisfaction and settlement of the lawsuit.

14. Second Reading Ordinances: (First Read June 12, 2007)

Public Hearing and Issuance of Health Care Facilities Refunding and Improvement Revenue Bonds, Presbyterian Manors, Inc. (Districts I and VI)

An Ordinance authorizing the city of Wichita, Kansas to issue its Health Care Facilities Refunding and Improvement Revenue Bonds, Series III, 2007 (Presbyterian Manors, Inc.) in the aggregate principal amount of not to exceed \$28,000,000 for the purposes of refunding certain outstanding city of Wichita, Kansas bonds and paying the cost of renovating, expanding and/or equipping certain health care facilities; prescribing the form and authorizing execution of a Ninth Supplemental Bond Indenture by and between the city and the Bank of New York Trust Company, N.A., as bond trustee; prescribing the form and authorizing the execution of an Eighth Supplemental Lease Agreement by and between Presbyterian Manors, Inc. and the city; approving the form of the guaranty agreement to be executed in connection with the issuance of said bonds; authorizing execution of a tax compliance agreement by and among the issuer, the bond trustee and Presbyterian Manors, Inc.; authorizing execution of an escrow deposit agreement by and among the issuer, the Bank of New York trust Company, N.A., as escrow trustee, and Presbyterian Manors, Inc.; authorizing the execution of a bond purchase agreement by and between the city, Presbyterian Manors, Inc. and Ziegler Capital Markets, as underwriter of the bonds; authorizing the issuer to convey title to a certain portion of the facilities; authorizing execution of a special warranty deed; authorizing a partial release of lease to effect the release of said portion of the facilities; and authorizing the execution of all such other documents necessary to convey title to said portion of the facilities to Presbyterian Manors, Inc.

RECOMMENDED ACTION: Adopt the Ordinances.

UNFINISHED BUSINESS

15. Lease with The Kansas African American Museum. (District VI)

RECOMMENDED ACTION: Approve the lease agreement and authorize the necessary signatures.

NEW BUSINESS

16. Public Hearing request for Resolution of Support for Application for Low-Income Housing Tax Credits, Brentwood Apartments. (District II)

The City has received a request from Inner City Development Company, LC (ICDC) for a City Council resolution of support for its application for 4% Low-Income Housing Tax Credits in connection with the acquisition and rehabilitation of the Brentwood Apartments.

RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the ICDC application for Low-Income Housing Tax Credits subject to all local building and zoning codes, ordinances, design recommendations provided by the Planning Department and the Office of Central Inspection, and any additional design review requirements, and subject to the conditions specified in the resolution document; approve the issuance of a letter of intent to issue the qualified residential housing revenue bonds in the amount not to exceed \$8,000,000 and application for a sales tax exemption certificate; and authorize the necessary signatures.

16a. Repeal of Section 5.88.040 of the Code of the City of Wichita, Kansas, pertaining to the Concealed Carry of Handguns in Prohibited Places.

During the 2006 legislative session, Senate Bill No. 418 and House Bill No.2118, the Personal and Family Protection Act was created, which initiated a concealed carry law in the State of Kansas.

RECOMMENDED ACTION: Approve first reading of the repeal of the ordinance.

16b. Repeal of Section 5.88.050 of the Code of the City of Wichita, Kansas, pertaining to the Concealed Carry of Handguns in Prohibited Places as Posted.

During the 2006 legislative session, Senate Bill No. 418 and House Bill No. 2119, the Personal and Family Protection Act was created, which initiated a concealed carry law in the State of Kansas.

RECOMMENDED ACTION: Approve the first reading of the repeal of the ordinance.

- 16c. Amendments to Section 5.88.010 of the Code of the City of Wichita, Kansas, pertaining to Criminal Use of Weapons.

On July 1, 2006, the Personal and Family Protection Act (K.S.A. 75-7c01 through 75-7c18) was enacted, allowing permit holders to carry concealed handguns within the State of Kansas.

RECOMMENDED ACTION: Approve the first reading of the ordinance.

- 16d. Amendments to Section 11.42.030 of the Code of the City of Wichita, Kansas, pertaining to Driving while License Suspended, Cancelled or Revoked.

The Kansas Legislature through the passage of SB 35 changed the penalty for Driving on a Suspended License, in violation of K.S.A. 8-262.

RECOMMENDED ACTION: Approve the first reading of the ordinance.

- 16e. An Ordinance amending Section 11.38.150 of the Code of the City of Wichita, Kansas, pertaining to the Crime of Driving Under the Influence of Alcohol and/or Drugs.

Pursuant to Senate Bill No. 35 and House Substitute for Senate Bill No. 31, the Kansas Legislature amended K.S.A. 8-1567, the state statute prohibiting driving under the influence of alcohol and/or drugs.

RECOMMENDED ACTION: Approve first reading of the ordinance.

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

17. ZON2007-13-Zone Change from "SF-5" Single-family Residential to "TF-3" Two-family Residential for duplex development: generally located west of Florence and south of 2nd Street. (District IV)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change; OR 2) Return the application to the MAPC for reconsideration.

18. *ZON2007-14-Zone Change request from "GI" Generally Industrial, "SF-5" Single-family Residential, and "LC" Limited Commercial to "LI" Limited Industrial. Generally located north of 13th Street and west of Greenwich Road. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to platting within one year; withhold publishing the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

19. *ZON2007-15-Zone Change from "LI" Limited Industrial to "SF-5" Single-family Residential. Generally located one-half mile west of Greenwich Road and 1/8 mile north of 13th Street North. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to platting within one year; withhold publishing the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

20. *A07-16R-Request by Alan Rennick and George Rennick, to annex land generally located northwest of the intersection of 45th Street North and Hoover Road. (District VI)

RECOMMENDED ACTION: Approve the annexation request; place the ordinance of first reading; and authorize the necessary signatures.

21. *SUB2006-73-Plat of Tara Creek Addition, located on the west side of 127th Street East and north of Pawnee. (District II)

RECOMMENDED ACTION: Approve the documents and plat; authorize the necessary signatures; and adopt the resolutions.

22. *Street Improvement Agreement for Lot 4, West Street Louis Gardens Addition, located west of Hoover Road and south of Central Avenue. (District V)

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

23. *DED 2007-10-Dedication of a Utility Easement located west of Hoover Road and south of Central Avenue. (District V)

RECOMMENDED ACTION: Accept the Dedication.

CITY COUNCIL

24. Approval of travel expenses for Mayor Brewer, Vice-Mayor Fearey, and Council Members Schlapp and Gray to attend National League of Cities Conference in New Orleans, LA, November 13-18, 2007.

RECOMMENDED ACTION: Approve the expenditures.

25. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

26. Ballot Selection for District I City Council Member.

Adjournment

Workshop to follow in the 10th Floor HR Training Room

revised

Agenda Item No. 6.

**City of Wichita
City Council Meeting
June 19, 2007
Agenda Report No. 07-0575**

TO: Mayor and City Council
SUBJECT: Community Events (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Gary Carpenter is coordinating with area business owners and making arrangements with Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Automobilia's Moonlight Car Show & Street Party July 14, 2007 4:00 pm – 12:00 am

- First Street, Broadway to Mosley.
- Topeka Street, Douglas to First Street
- Emporia Street, Douglas to Second Street
- St. Francis Street, Douglas to Second Street
- Santa Fe Street, Douglas to First Street
- Mead Street, First Street to Douglas
- Moore Street, First Street to Douglas
- Rock Island Street, First Street to Douglas

Please see attached map.

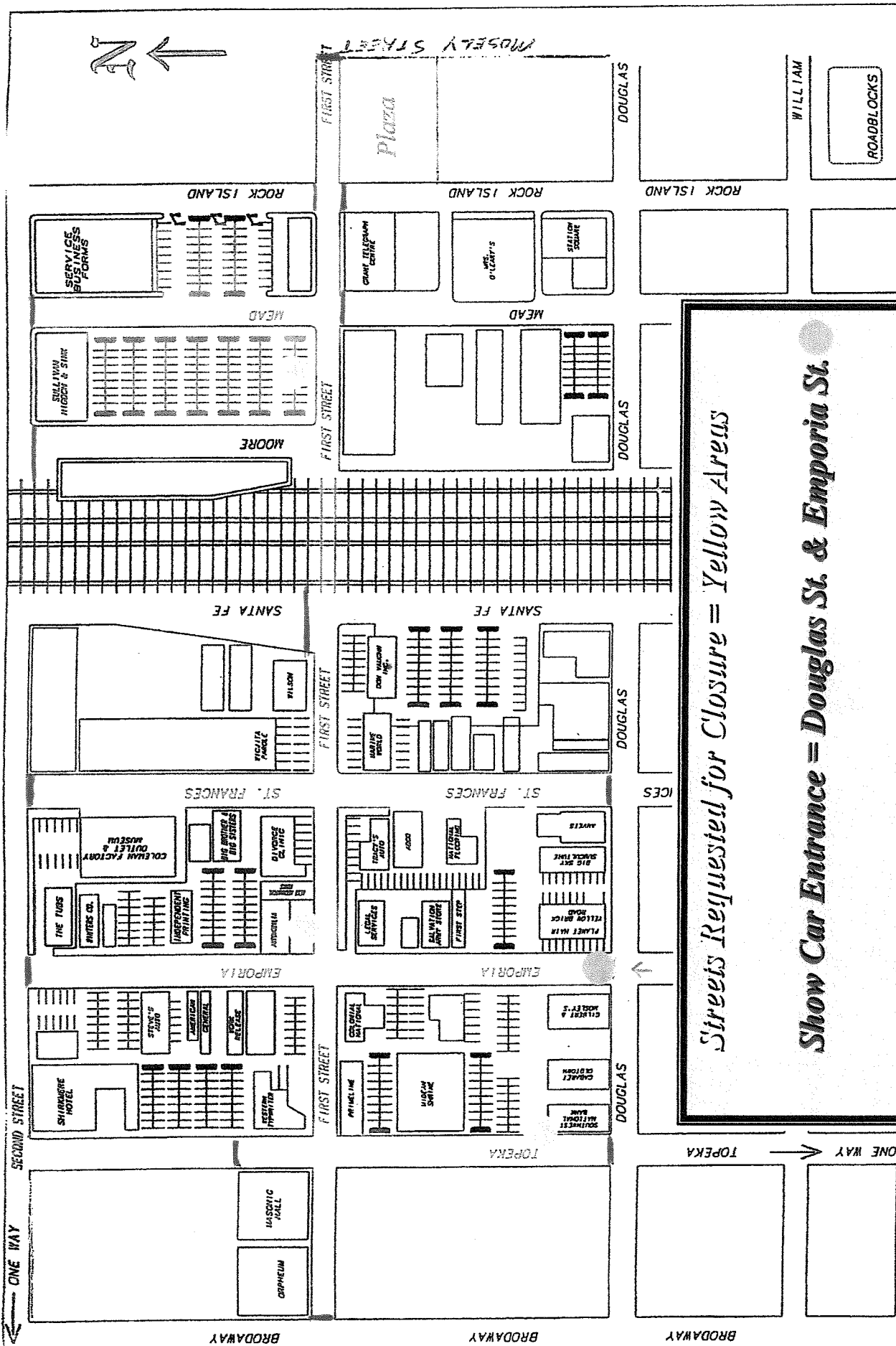
Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.



Streets Requested for Closure = Yellow Areas

Show Car Entrance = Douglas St. & Emporia St.

Barricade Locations = ———

Food Court Locations =

Map "A"

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0576

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Pawnee from 119th to Maize Road (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On May 2, 2004, the City entered into an Agreement with Poe & Associates of Kansas, Inc. to design Pawnee improvements from 119th Street West to Maize Road. The fee was \$181,600. On December 13, 2005, the City Council approved Supplemental No. 1 and revised the original design concept to extend a storm sewer to Cowskin Creek. The fee was \$59,000. On June 6, 2006, the City Council approved Supplemental No. 2 to design a storm sewer project that had been petitioned by adjacent residential properties and will drain into the Pawnee system. The fee was \$4,989.

Analysis: Construction project costs had been escalating just prior to bidding this project. In an effort to reduce costs to insure the project could stay within the revised budget, the consultant was asked to redesign some of the Storm sewer lines that could result in construction cost savings. Poe and Associates made these modifications to the final design and the project was successfully bid within the budget.

Financial Considerations: Payment to Poe for this Supplemental Agreement will be made on a lump sum basis of \$12,553.19, and will be paid by General Obligations Bonds.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed to provide a viable transportation system for the community. It also addresses the Economic Vitality and Affordable Living goal by providing a public improvement critical for the private sector's development of the surrounding area.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 3
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
POE & ASSOCIATES OF KANSAS, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements for **PAWNEE, 119TH TO MAIZE ROAD**.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Storm Sewer Design Modifications
(adjust the cross-road storm sewer elevations to reduce excavation)
(Project No. 472 84357)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount specified below:

472 84357

\$12,553.19

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2007.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

POE & ASSOCIATES OF KANSAS, INC.

(Name and Title)

ATTEST:

**City of Wichita
City Council Meeting
June 19, 2007**

Agenda Report No. 07-0593

TO: Mayor and City Council Members

SUBJECT: Consent Agreement for Encroachment into Existing Easement
for Main 20, Monarch Landing Addition
(North of 21st Street, West of 159th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The construction of a sanitary sewer for a portion of Main 20, located in Monarch Landing Addition (South of 21st Street, East of 143rd Street) will encroach into an existing Westar overhead electric transmission line easement. Westar has agreed to consent to co-location where necessary for Main 20 Sewer within the existing easement.

Analysis: An Agreement has been prepared which formalizes this arrangement.

Financial Considerations: No cost to City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for a new residential subdivision.

Legal Considerations: The Law Department has approved the Agreement as to form.

Recommendation/Action: Approve the Agreement and authorize the Mayor to sign.

Attachments: Consent Agreement

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0577

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Meadowlake Beach Addition (north of 55th Street South, west of Clifton) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sanitary sewer and paving improvements in Meadowlake Beach Addition on March 13, 2007.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in Meadowlake Beach Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$89,500 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sewer and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

MEADOWLAKE BEACH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90285 serving Lots 1 through 93, Block A; Lots 1 through 38, Block B; Lots 1 through 40, Block C, Meadowlake Beach Addition (north of 55th Street South, west of Clifton) (Project No. 448 90285).

WATER DISTRIBUTION SYSTEM NO. 448 90286 serving Lots 81 through 93, Block A; Lots 14 through 21, Block B; Lots 1 through 40, Block C, Meadowlake Beach Addition (north of 55th Street South, west of Clifton) (Project No. 448 90286).

LATERAL 2, MAIN 3, BOEING SANITARY SEWER serving Lots 75 through 93, Block A; Lots 13 through 21, Block B; Lots 1 through 40, Block C, Meadowlake Beach Addition and Unplatted Tract "A" (north of 55th Street South, west of Clifton) (Project No. 468 84340).

55TH STREET SOUTH from the east line of the plat, west to the west line of Meadowview; **MEADOWVIEW** from the north line of 55th Street South, north to the west line of Maywood; and on **MAYWOOD** from the west line of Meadowview, east to the east line of Elmhurst Circle; **SHOFFNER** from the west line of Meadowview, west to the west line of Lot 14, Block B; and on **ELMHURST CIRCLE** from the south line of Maywood, south to and including the cul-de-sac and on **MEADOWVIEW COURT** (Lots 33 through 40, Block C) from the east line of Meadowview, east to and including the cul-de-sac; **MEADOWVIEW COURT** (Lots 83 through 91, Block A) from the west line of Meadowview, west to and including the cul-de-sac; **MEADOWVIEW COURT** (Lots 16 through 21, Block B) from the west line of

Meadowview, west to and including the cul-de-sac and that sidewalk be constructed on 55th Street South, Meadowview, and Shoffner (north of 55th Street South, west of Clifton) (Project No. 472 84540).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Meadowlake Beach Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or

others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90285	<u>\$11,300.00</u>
Project No. 448 90286	<u>\$11,600.00</u>
Project No. 468 84340	<u>\$21,300.00</u>
Project No. 472 84540	<u>\$45,300.00</u>
TOTAL	<u>\$89,500.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. Engineer shall investigate the need for and obtain all necessary permits, as required by the City, Sedgwick County, and all regulatory agencies. This will include the Notice of Intent/SWPPP submittal to the KDHE for all projects disturbing more than one acre. Permit fees will be paid by the City.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

volved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by **July 9, 2007.**
(Project No. 448 90285).
 - b. Plan Development for the water improvements by **July 9, 2007.**
 - c. (Project No. 448 90286).
 - d. Plan Development for the sewer improvements by **July 9, 2007.**
(Project No. 468 84340).
 - e. Plan Development for the paving improvements by **August 20, 2007.**
(Project No. 472 84540).

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0578

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Blackstone & Cheryl's Hollow 2nd Additions (east of 151st Street West, north of 13th) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sanitary sewer and paving improvements in Blackstone & Cheryl's Hollow 2nd Additions on June 27, 2006.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in Blackstone & Cheryl's Hollow 2nd Additions. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$71,600 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sewer and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

BLACKSTONE & CHERYL'S HOLLOW 2ND ADDITIONS

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90185 serving Lots 1 through 12, Block A; Lots 1 through 27, Block C; Lots 1 through 4, Block D, Blackstone Addition (east of 151st Street West, north of 13th) (Project No. 448 90185).

LATERAL 7, MAIN 4, NORTHWEST INTERCEPTOR SEWER serving Lots 1 through 12, Block A; Lots 1 through 37, Block B; Lots 1 through 49, Block C; Lots 1 through 19, Block D, Blackstone Addition; Lots 1 through 7, Block 1; Lots 1 through 25, Block 2, Cheryl's Hollow 2nd Addition (east of 151st Street West, north of 13th) (Project No. 468 84170).

BLACKSTONE from the north line of 13th Street North, north to the south line of Lot 1, Block B; **PRICE** from Obsidian to the west line of Blackstone; **OBSIDIAN** and **OBSIDIAN COURT** from the north line of Lot 4, Block D, west to and including the cul-de-sac; **PRICE** from the east line of Blackstone, east to the east line of the plat; **BLACKSTONE COURT** (Lots 1 through 8, Block A) from the east line of Blackstone, east to and including the cul-de-sac; **BLACKSTONE COURT** (Lots 1 through 14, Block C) from the west line of Blackstone, west to and including the cul-de-sac and that sidewalk be constructed on Blackstone, Price and Obsidian (east of 151st Street West, north of 13th) (Project No. 472 84397).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Blackstone and Cheryl's Hollow 2nd Additions and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a

provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90185	\$ <u>9,600.00</u>
Project No. 468 84170	\$ <u>30,800.00</u>
Project No. 472 84397	\$ <u>31,200.00</u>
TOTAL	\$ <u>71,600.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.
- If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims,

damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. Engineer shall investigate the need for and obtain all necessary permits, as required by the City, Sedgwick County, and all regulatory agencies. This will include the Notice of Intent/SWPPP submittal to the KDHE for all projects disturbing more than one acre. Permit fees will be paid by the City.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each

involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by **June 25, 2007**.
(Project No. 448 90185).
 - b. Plan Development for the sewer improvements by **July 30, 2007**.
(Project No. 468 84170).
 - c. Plan Development for the paving improvements by **August 20, 2007**.
(Project No. 472 84397).

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0579

TO: Mayor and City Council Members

SUBJECT: Consumer Price Index (CPI) Adjustment for Brooks C&D (Construction and Demolition) Landfill Contractor (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the 10% CPI increase from \$20 to \$22 to the Contractor's portion of the tipping fee at Brooks C&D Landfill with an effective date of August 1, 2007.

Background: On June 6th 2001, the City of Wichita entered into a contract with Herzog Environmental, Inc. to operate the Brooks C&D Landfill. A tipping fee of \$20 was approved with \$9.00 of that fee going to Herzog for operations and \$11 to the City.

Analysis: Herzog's contract provides for an annual increase not to exceed the CPI. They have not requested an increase since the onset of the operations, but are now requesting a 10% increase from \$20 to \$22. This increase would still keep the landfill at the lowest cost in the County and insure they remain competitive with other C&D landfills run by C&D Recyclers (\$23 per ton) and Cornejo (\$25 per ton).

The U.S. Department of Labor Consumer Price Index for the Midwest Urban area shows a total increase of 20.2% from 2001 to 2006. The requested tipping fee increase of 10% falls well within these parameters. The recommended 10% increase would raise Herzog's portion of the tipping fee from \$9.00 to \$11.00 per ton (\$2/ton). The City's portion would remain at \$11.

Financial Considerations: The requested increase of \$2 per ton will provide adequate revenue to maintain current operations.

Goal Impact: This project will support the Safe and Secure Community Goal by affording a cleaner, more environmentally friendly City by continued availability of affordable, efficient C&D landfill services for both the citizens of Wichita and City operations.

Legal Considerations: Based on the CPI, Herzog's contract provides for periodic adjustments in the tipping fee. The requested increases fall well within that scope.

Recommendations/Actions: It is recommended that the City Council increase the current tipping fee from \$20 to \$22 (10%) and approve the \$2 increase in the contractor's portion of the tipping fee to become effective August 1, 2007.

Attachments: None.

**City of Wichita
City Council Meeting
June 19, 2007**

Agenda Report No. 07-0582

TO: Mayor and City Council

SUBJECT: Grant Application – Enhancements to the Public Safety Computer System

INITIATED BY: Municipal Court and Police Department

AGENDA: Consent

Recommendation: Approve the grant application.

Background: The U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance is seeking applications for funding under the Edward Byrne Memorial Discretionary Grants Program to improve the capacity of local justice systems to address local needs. The Wichita Police Department and the Municipal Court are, respectively, the largest limited jurisdiction court and police department in the State of Kansas. Daily, large volumes of information are data entered into the public safety computer system. The current public safety computer system requires this data to be entered in multiple screens, not only a time consuming process but also complicated information retrieval and difficult information sharing with other law enforcement, courts, and agencies. The Court and Police Department are seeking these grant funds to enhance the public safety computer system by developing a means to streamline data input from numerous screens to one data input screen and by creating a master "court case information" summary screen. The master summary screen would enable the judges, prosecutors, staff, law enforcement, and other court agencies to view a list of all the defendant's case information and in a chronological order. Other enhancements would include an Inter-Agency Data Integration Program to integrate information from the Wichita Police Department, Municipal Court, Sedgwick County Sheriff's Office/Detention Facility, District Attorney's Office, and the Eighteenth Judicial District Court databases. Implementation of this enhancement would improve criminal background checks on persons of interest and comprehensive information sharing among local agencies.

Analysis: The Court and Police Department are not only required to data input large volumes of information but must have the capability to extrapolate information in an efficient and effective manner. Additional, State guidelines are requiring that court and law enforcement agencies standardize and enhance the sharing of information within the criminal justice systems. The enhancements identified will improve the City's ability to comply with these guidelines.

The City would apply for the Byrne Memorial Grant to fund \$795,000. These funds would provide a means for a sole source vendor to write the applications needed to provide the requested

enhancements. The funds would also be utilized to purchase the needed “hardware” (server) and connectivity devices to support the Interagency Data Integration Program enabling sharing of information with the various courts, prosecutorial and law enforcement agencies.

Financial Considerations: The proposed grant application totals \$881,040; a Federal Share of \$795,000 and a City of Wichita cash match of \$106,040. Although not required, the voluntary match is encouraged. The source of the cash match is in a Municipal Court Project account.

Goal Impact: Continued enhancements to the public safety computer system addresses the Safe and Secure Community Goal by maintaining and/or improving response times and the crime rate. Additionally, the requested enhancements will improve citizen’s perception of public safety by allowing for the efficient input of court case data, and by the collaborative sharing of defendants’ information throughout multiple judicial and law enforcement agencies.

Legal Consideration: Upon award of the grant, the Legal Department will review any and all contracts with the sole source vendor as well as memorandums of understanding with the various judicial and law enforcement agencies.

Recommendation/Action: It is recommended the City Council approve the grant application and authorize the Mayor to sign the grant application and grant assurances.

City of Wichita
Public Safety Data Integration & Enhancements
Program Abstract

The City of Wichita is seeking an Edward Byrne Discretionary Grant in the amount of \$900,000 to facilitate justice information sharing. The primary project goals are to enhance data management of the current Public Safety record management system (RMS) and implement an Inter-agency Data Integration network.

Coordinating with vendors and representatives from multiple local judicial and law enforcement agencies, project requirements, design & development, timelines, training, and implementation will be established for both the data management enhancements and the inter-agency data integration. Once implemented, the agencies will have shared information compiled from numerous sources available in one location, enhanced by the current RMS' ability to contribute timely and concise information.

Program Narrative

1. Problem Statement

The Wichita Municipal Court and Police Department are, respectively, the largest limited jurisdiction court and police department in the state of Kansas. The Municipal Court, Police Department, City Prosecutors, and Wichita Probation all share and use the same record management system (RMS). With 130,000 incidents created each year by the Police Department and 125,000 citations and cases filed with the Municipal Court, massive amounts of information are collected and entered into the system every day. While being very comprehensive with areas to capture innumerable types of data and information, the system is also very cumbersome for the end user with numerous screens and fields in which to enter and subsequently attempt to retrieve data.

Approximately 128,000 cases are placed on the court's dockets each year with about 52,000 being adjudicated. Data entry fields and screens within the data management system do not follow the flow of data and information from the Court's disposition sheet and other paperwork causing staff to bounce from area to area and screen to screen to enter essential information. This haphazard entry-flow creates an approximate entry time of 5 to 10 minutes per case. Due to the volume of cases being dealt with on a daily basis, this inefficiency creates backlogs of data to be entered, thus information is not readily available to share and process.

Additionally, when trying to access information from the current computer system to determine criminal records, habitual violators, fine payments, and other court-related data necessary for court, prosecutorial, probation, and other law enforcement

personnel to perform their duties, users must jump from screen to screen and different areas of the system to compile information. The inability to have all information available from one area creates the potential of missed data and thus, sub-standard prosecution and judicial action.

Likewise, Police Department personnel enter and search for data in the RMS 24 hours a day, seven days a week. When searching within the Police Department screens, users are confronted with in excess of 50 various search screens and fields. The search results are returned in the form of “lists” of available data that the user must then select. These search results were determined and developed by Northrop Grumman, the City’s Public Safety Record Management System vendor, and do not meet all of the Police Department’s needs. The inability to query and sort these lists per the department’s requirements results in very time consuming searches and reviews of data. This not only requires hours of time by clerical staff but also creates the potential for erroneous duplicate data entry, critical information being overlooked, and most importantly, places officers on the street in potential danger while awaiting search results that could alert them to dangerous and violent individuals they may be in contact with.

If grant funds are received pursuant to this request, enhancements to the data management system will be made allowing for centralized data entry and defendant summarization with enhanced search criteria results. Streamlining, centralizing, and modifying functionality will make the system faster and easier to use, thus allowing for more readily available information to “front-end” users such as judges, police

officers, prosecutors, and support staff as well as other law enforcement agencies and judicial entities the data is shared with.

Expanding on the goal of information sharing, the City will also use grant funds to collaborate with multiple agencies to implement an Inter-agency Data Integration system. The Wichita Police Department, Municipal Court, Prosecutor's Office, Probation Office, Sedgwick County Detention Facility, Sheriff's Office, District Court, and District Attorney's Office operate on 4 separate record/data management systems. Information "belonging" to each agency is continually sought by the other agencies in the course of daily duties. Police investigations, jail releases & incarcerations, court fines and sentences, probation compliance, background checks, warrants; all information generated and needed by the various agencies, yet unobtainable without time-consuming phone calls and requests or through searches of each individual database. Additionally, having to search all of the various locations for data also leads to potential errors or missed information which could have devastating effects by way of officer and public safety, erroneous arrest or incarceration, and inadequate sentencing or probation monitoring.

With the implementation of an integrated data system, comprehensive information sharing among all local agencies will be possible with a single point of login. The Inter-agency Data Integration will integrate all data and information gathered and entered into the respective case management systems of the Wichita Municipal Court, Probation and Prosecutor's Offices, Wichita Police Department, Sedgwick County District Attorney, District Court, Detention

Facility and Sheriff's Office without creating new data warehouses. This will enhance the efficiency & speed of the criminal justice process by allowing each agency to maximize its resources. The centralized integration will facilitate "one-stop" information sharing among not only the agencies listed, but potentially other local, regional, and statewide judicial and law enforcement agencies in the future, as well.

2. Program Design and Implementation

The data management enhancements comprise three separate areas to be addressed – disposition of court cases, court defendant record summaries, and Police Search capabilities. Working closely with the data system vendor, Northrop Grumman, key personnel will compile Requirement Definition documents that will be followed when making the additions and modifications to the current system. Meetings will be held throughout the design and development of the enhancements to ensure efficiency and correctness.

A Court Disposition screen will be developed which mimics the actual Court Disposition form that is used to record all activity that takes place on a case. The fields for entry will all be contained on one screen and will follow the same workflow of the form. Additional data audits and lists of field values will be available to minimize data entry errors.

To assist judges and prosecutors when determining sentences and certain program eligibility, a Defendant Record Summary screen will be created that will give users an overall picture of all cases, citations, and convictions an individual

has within the Municipal Court. Information will be listed in chronological order with users having the ability to click on links within the screen for more in depth information regarding other cases, police incidents, payments, etc.

Finally, the data management enhancements will include modifications to search screens within the Police areas of the system. These modifications include the ability to sort lists in ascending/descending order, to search a vehicle by its master ID, to indicate the entry date in certain areas, and for the cursor to return to the last selected button on any Search screen.

Enhancing the data management system as stated will allow the Court and Police to meet their goals of providing timely and concise technical assistance and information sharing and support the safety of Police Officers and other users coming in contact with individuals contained within the data management system.

The Inter-agency Data Integration will be accomplished through a project team consisting of representatives from the Sedgwick County Sheriff's Office, Municipal Court, District Court, District Attorney and Wichita Police Department with enterprise technology support from Wichita IT/IS and Sedgwick County DIO. Using tools such as the SEARCH Justice Information Exchange Model (JIEM) and the Global Justice XML Data Model (GJXDM) that conforms to and compliments JIEM, the project team will identify desired information exchanges between program participants.

Each of the agencies involved at the municipal and county level will determine how the program will best work for their needs and will then work together to develop a practical and innovative tool that streamlines data entry

within the criminal justice system. Following the information mapping, the project coordinator and project team will work with a middleware vendor to develop an integration strategy, delivering an end product with the ability to read and write each of the participants' databases, allowing all parties to share information electronically.

3. Capabilities/Competencies

The City of Wichita has outstanding experience in technology enhancements and implementation. Numerous departments throughout the City have procured and implemented software and automation specific to their individual needs over the past several years. Individual projects are often accomplished via project teams comprised of knowledgeable department staff, the City's IT/IS staff, and other key players. Projects are completed by way of requirement assessments, vendor selection, design and development, testing, training, and acceptance and implementation of the end product.

The Public Safety Data Integration & Enhancement project will consist of project managers from the Municipal Court, Police Department, and IT/IS who will oversee the enhancement and integration development and implementation. These individuals have 44 years combined experience in project management and 43 years combined technology procurement and implementation experience. They currently oversee and administer the City's Public Safety RMS and have thorough knowledge of needs

assessment, requirement matching, vendor selection, work processes, and technology implementation.

4. Impact/Outcomes, Evaluation, and Sustainment

Once implemented, the City will sustain yearly system and software maintenance through budgeted funds. Effective outcomes of the data management enhancements and integration will be apparent in the timely availability of information and the ease with which information is entered, obtained, and shared. Data collected in the form of time studies for areas such as court case disposition, background checks, and incident creation/investigation will measure the effectiveness and impact of the system improvements.

Budget Detail Worksheet

A. Personnel

List each position by title and name of employee. Show the Annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant's organization.

Name/Position	Salary Computation	Costs
Total 100% Salaries		\$ 0
Total In-Kind Salaries		\$ 0

Budget Narrative

There are no salaries/benefits requested in this grant submittal.

B. Fringe Benefits

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

B. Fringe Benefits	Costs
Total 100% Benefits	\$ 0
Total In-Kind Benefits	\$ 0

C. Travel/Training

Itemize travel expenses of project personnel and purpose (e.g. staff to training, field interviews, advisory group meeting, etc). Show the basis of (e.g. six people to 3-day training at \$x airfare, \$x lodging, \$x per diem). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the destination of travel, if known.

Purpose of Travel	Destination	Item	Computations	Costs
C. Total Training Costs				\$ 0

Budget Narrative

There are no travel/training costs requested in this submittal.

D. Equipment

D. Equipment Costs	Costs
Server and connectivity devices	\$ 25,000
Total Equipment Charges	\$ 25,000

Budget Narrative

The "Server and connectivity devices" are required to support the Inter-Agency Data Integration Program.

Supplies

Supply Costs	\$ 0
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Construction

F. Construction Costs	\$ 0

Contractual

Description	Computations	Costs
Data Management "public safety computer system" Enhancements		\$ 550,000
Interagency Data Integration		\$ 300,000
Total Contractual		\$ 850,000

Budget Narrative

Northrop Grumman is the City of Wichita Municipal Court and Police Department's current Record Management System (RMS) provider. To make changes to the RMS system database to accomplish the RMS enhancements and the Interagency Data Integration requires the utilization of a sole source software vendor, who will be contracted with in accordance with the City of Wichita's procurement policies.

Other Costs (Registration Fees)

<i>H. Other Costs</i>	Destination	Item	Computations	Cost
Total Other Costs				\$ 0

Budget Narrative

There are no “other costs” requested in this grant submittal.

Indirect Costs

Indirect Costs	Indirect Costs
Administrative Charges	\$ 6,040
Total Indirect Costs	\$ 6,040

Budget Narrative – from another grant submittal

Indirect Costs include administrative fees charged by the City of Wichita Finance Department for grant oversight, check writing, and auditing. Administrative charges are figured at .69 % of the grant submittal.

Budget Detail Worksheet

Breakdown each category (A – I) into Federal and Local Share.

Category	Total	Federal	Local
A. Personnel	\$ 0	\$ 0	\$ 0
B. Benefits	\$ 0	\$ 0	\$ 0
C. Travel/Training	\$ 0	\$ 0	\$ 0
D. Equipment	\$ 25,000	\$ 20,000	\$ 5,000
E. Supplies	\$ 0	\$ 0	\$ 0
F. Construction	\$ 0	\$ 0	\$ 0
G. Contractual	\$ 850,000	\$ 775,000	\$ 95,000
H. Other Costs	\$ 0	\$ 0	\$ 0
I. Indirect Costs	\$ 6,040	\$ 0	\$ 6,040
Total Project Costs	\$ 881,040	\$ 795,000	\$ 106,040

Federal Request \$795,000

Non-Federal Amount \$106,040

Budget Narrative

The total program costs is based on receiving \$795,000 in grant funds to be used to make the necessary Record Management System enhancements, to purchase the “server hardware and connectivity devices” and to create the Interagency Data Integration program. The City of Wichita match is a Cash Match of \$106,040.

**City of Wichita
Edward Byrne Memorial
FY 2007 Grant Timeline and Plan**

September	December	March	June	September
2007	2007	2008	2008	2008

Step 1 - Develop Enhancement Request with full specific functional requirements, provide detail documents, and submit to Northrop Grumman Corporation (NGC).

Completion: 1 November 2007

Step 2 - FRD (Functional Requirements Document) prepared by Northrop Grumman Corporation with pricing requests to Corporate.

Completion: 15 December 2007

Step 3 – Review pricing and cross-referenced and annotate enhancement requests to NGC response.

Completion: 1 February 2008

Step 4 – Get IT/IS Committee approval of enhancement contract and submit to City Council for contract approval.

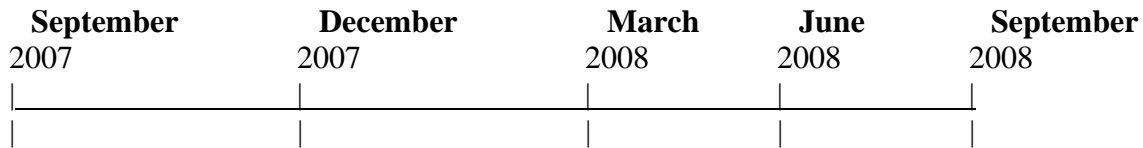
Completion: 1 April 2008

Step 5 – NGC accepts contract and develops enhancements for next release of software.

Completion: 1 May 2008

Step 6 – Test program enhancements on test system and approve for installation on the production version of the software. Verify enhancements in production software.

Completion: 15 August 2008



Phase I of the project consists of information mapping, evaluation and project planning. Using the SEARCH Justice Information Exchange Model (JIEM) tool, the project team identifies desired information exchanges between program participants. Representatives from each of the agencies involved determined how the program will best work best for each agency at the municipal and county level and develop a practical and innovative tool that streamlines data entry within the criminal justice system. Clerks of court, judges, district attorneys, public defenders and law enforcement agencies share the common task of compiling a massive amount of data – much of which is the same information – and storing it on their individual computer systems. The project team selects a project coordinator.

Completion: 15 November 2007

Phase II consists of the Proof of Concept Development. The project coordinator works with the middleware vendor to develop an integration strategy. The strategy calls on software engineers to demonstrate its ability to read and write each database of the participants to perform test integration with live data and to install the integration platform.

Completion: 15 February 2008

Phase III Get IT/IS Committee approval of the project and get bids /or select vendor for contract and submit to City Council for contract approval.

Completion: 15 April 2008

Phase IV consists of the Proof of Concept Demonstration and Evaluation. The project team, project coordinator and middleware vendor identify all necessary corrections that needed to be made for the system to be fully operational.

Completion: 1 August 2008

Phase V consists of System Operation. The County Sheriff's Office, Municipal Court, District Court, District Attorney and Police Department test online. All agencies use the integration features on a daily basis The overall program operates under the auspices of a project team consisting of representatives from the agencies.

Completion: September 2008

**City of Wichita
City Council Meeting
June 19, 2007**

Agenda Report No. 07-0581

TO: Mayor and Members of the City Council

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale one series of general obligation temporary notes in an amount not to exceed \$65,140,000 (Series 220) and two series of general obligation bonds (Series 790 and 790A) in an amount not to exceed \$15,315,000 for the purpose of providing interim and permanent financing for capital improvement projects of the City, and two series of general obligation bonds (Series 959 and 960) in an amount not to exceed \$11,775,000 for the purpose of providing permanent financing for Tax Increment Finance (TIF) related projects of the City. The public sale of the bonds and notes is scheduled for 10:00 a.m. on July 10, 2007, at which time bids will be opened and the City Council will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

Analysis: The City's Summer 2007 general obligation bond and note sale includes the following issues:

Temporary Notes

The proceeds from the sale of the Series 220 Renewal and Improvement Temporary Notes will be used to provide interim financing for City-at-large, improvement district projects and public improvements located within the East Bank Tax Increment Financing District.

Special Assessment Bonds

The proceeds from the sale of the Series 790 and 790A Bonds will be used to permanently finance neighborhood improvements located in special improvement districts. Special assessments have been levied against the property owners in the improvement districts for the purpose of paying all or a portion of the costs of such improvements, including the payment of principal and interest on Series 790 and Series 790A Bonds. The General Obligation Bonds, Series 790 will be issued in a par amount not to exceed \$12,740,000 and the General Obligation Bonds, Series 790A will be issued in the par amount not to exceed \$2,575,000.

TIF Bonds

The proceeds from the sale of the Series 959 (taxable) and 960 (non-taxable) Bonds, herein referred to as the "TIF Bonds" will be used for public improvements located within the East Bank Tax Increment Financing District. Kansas Statutes allow for cities to finance public development or redevelopment of blighted areas, conservation areas, or areas designated as enterprise zones with incremental real estate taxes. Tax increment funds collected within each defined area will be used to pay all or a portion of the costs of the projects located within the TIF district. The Series 959 Taxable TIF Bonds will be issued in the par amount not to exceed \$4,390,000 and the Series 960 Non-Taxable TIF Bonds will be issued in the par amount not to exceed \$7,385,000.

Financial Considerations: The City of Wichita awards the sale of bonds and notes to the bidder with the lowest true interest cost, or “TIC”. Using TIC to calculate the bids accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of their present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments.

The Series 220 Temporary Notes will mature on February 7, 2008 and will be retired using the proceeds of both permanent financing bonds, renewal notes and cash.

The Series 790 Special Assessment Bonds will mature serially over 15 years with principal maturities structured to produce level annual payments of principal and interest. The Series 790 Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 790 Special Assessment Bonds will be callable in 2014 with a 1% call premium.

The Series 790A Special Assessment Bonds will mature serially over 20 years with principal maturities structured to produce level annual payments of principal and interest. The Series 790A Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 790A Special Assessment Bonds will be callable in 2017 with a 1% call premium.

The Series 959 and 960 TIF Bonds will mature serially over 15 years with principal maturities structured to produce level annual payments of principal and interest. The TIF Bonds are payable from the collection of property taxes to the Sedgwick County Treasurer and paid to the City Treasurer. The TIF Bonds will be callable in 2014 with a 1% call premium.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements and offering the City’s debt obligations through competitive sale. The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds or pay-as-you-go financing. The special assessment bonds are being issued on a reimbursement basis to finance project costs previously incurred.

Legal Considerations: The Law Department has approved the Resolution authorizing the sale of the series of bonds and notes and directing the publication and distribution of the Notices of Bond and Note Sale (prepared by the City’s Bond Counsel as required by law).

Recommendation/Action: It is recommended the City Council adopt the resolution: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form “deemed final” for the purpose of the Securities Exchange Commission’s Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; and, 4) authorizing publication of the Notice of Sale.

RESOLUTION NO. 07 ____

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 220, GENERAL OBLIGATION BONDS, SERIES 790 AND 790A; AND GENERAL OBLIGATION BONDS, SERIES 959 (TAXABLE UNDER FEDERAL LAW) AND 960 AND PROVIDING FOR THE GIVING OF NOTICE OF THE PUBLIC SALE.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by various duly held proceedings, authorized the making of certain capital improvements in the City, and made provision for expenditures and funding sources therefore, and provided in said proceedings for the financing of the costs of said capital improvements by the issuance of general obligation bonds of the City; and

WHEREAS, the City is empowered by the provisions of K.S.A. 10-123, as amended and supplemented, to issue its temporary notes to pay the costs of capital improvements which are to be paid for in whole or in part by the issuance of bonds, and may issue renewal temporary notes to pay for the cost of taking up any previously issued temporary notes as they mature when all aspects of the capital improvements will not be completed at the maturity date of the notes or when the capital improvements are completed but the issuance of bonds therefor is prevented, hindered or delayed; and

WHEREAS, the Governing Body has further heretofore by duly held proceedings authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 218, dated February 8, 2007, which mature August 9, 2007 (the "Series 218 Notes"), for the purpose of financing certain of the aforesaid capital improvements, and has further heretofore by various duly held proceedings, authorized or provided for the making of certain additional capital improvements in the City, and has provided for the financing of certain of the costs thereof by the issuance of temporary notes and general obligation bonds of the City, and the Governing Body hereby finds and determines that it is necessary at this time to provide temporary tax exempt financing for the costs in connection with refinancing the Series 218 Notes and in connection with financing such capital improvements in an aggregate principal amount not to exceed \$65,140,000; and

WHEREAS, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City which benefit specific properties, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from the collection of special assessment taxes levied against real properties benefited by said capital improvements over a period of 15 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide tax exempt financing for the costs in connection with such capital improvements in an aggregate principal amount not to exceed \$12,740,000; and

WHEREAS, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City which benefit specific properties, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from the collection of special assessment taxes levied against real properties benefited by said capital improvements over a period of 20 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide tax exempt financing for the costs in connection with such capital improvements in an aggregate principal amount not to exceed \$2,575,000; and

WHEREAS, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the payment of certain redevelopment project costs within a redevelopment district for a redevelopment project plan approved by the City in accordance with K.S.A. 12-1770 et seq., as amended, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from certain incremental increases in real property taxes within the redevelopment district; and the Governing Body hereby finds and determines that it is necessary at this time to provide taxable financing for a portion of the costs in connection with such redevelopment project plan in an aggregate principal amount not to exceed \$4,390,000 and tax exempt financing for a portion of the costs in connection with such redevelopment project plan in an aggregate principal amount not to exceed \$7,385,000; and

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General Obligation Bond and Note Sale

WHEREAS, the City is empowered by the provisions of K.S.A. 10 101 et seq., as amended and supplemented, to issue, sell and deliver its general obligation bonds, and is required, by K.S.A. 10 106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount therefore exceeds \$100,000; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary at this time to authorize and provide for the public sale of the City's general obligation renewal and improvement temporary notes and general obligation bonds for the aforesaid purposes.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. It is hereby found and determined to be necessary and it is hereby authorized, ordered and directed that the hereinafter described general obligation renewal and improvement temporary notes (the "Notes") and the hereinafter described general obligation bonds (the "Bonds"), of the City shall be sold at public sale on Tuesday, July 10, 2007. Bids for the purchase of the Notes and the Bonds shall be accepted through the PARITY Electronic Bid Submission System until 10:00 o'clock A.M., C.T., and will at such time be read aloud and tabulated by the City staff. The bids will be considered and the Notes and the Bonds will be awarded to the respective best bidders by the Governing Body at their earliest convenience following the deadline for receipt of the bids.

The Notes to be so sold shall be dated August 9, 2007, will be authorized by and issued pursuant to an ordinance to be adopted by the Governing Body immediately after the awarding of the Notes to the best bidder on the aforesaid sale date, and will be issued in the manner provided by K.S.A. 10 101 et seq., as amended and supplemented, including specifically K.S.A. 10 123, as amended and supplemented. The Notes to be so sold shall be designated as General Obligation Renewal and Improvement Temporary Notes, Series 220, which shall be issued in the principal amount of \$65,140,000.

The Bonds to be so sold shall be dated August 1, 2007, will be authorized by and issued pursuant to ordinances to be adopted by the Governing Body immediately after the awarding of the Bonds to the best bidders on the aforesaid sale date, and will be issued in the manner provided by K.S.A. 10 101 et seq., as amended and supplemented. The Bonds to be so sold shall be designated as (A) General Obligation Bonds, Series 790, which shall be issued in the principal amount not to exceed \$12,740,000; (B) General Obligation Bonds, Series 790A, which shall be issued in the principal amount not to exceed \$2,575,000; (C) General Obligation Bonds, Series 959 (Taxable Under Federal Law), which shall be issued in the principal amount not to exceed \$4,390,000; and (D) General Obligation Bonds, Series 960, which shall be issued in the principal amount not to exceed \$7,385,000.

Section 2. It is hereby further found and determined to be necessary, and it is hereby further authorized, ordered and directed, that a Summary Notice of Bond Sale containing various recitals required by law and in such final form as shall be prepared by Kutak Rock LLP, the City's Bond Counsel ("Bond Counsel"), and approved by City staff, shall be published one time as required by law on a date which is at least six (6) but not more than thirty (30) days prior to the date of the public sale, in a newspaper of general circulation in Sedgwick County, Kansas, and in The Kansas Register, the official newspaper of the State of Kansas.

Section 3. It is hereby further found and determined to be necessary, and it is hereby further authorized, ordered and directed, that copies of the City's Official Notice of Sale, containing various recitals required by law and in such final form as shall be prepared by Bond Counsel and approved by City staff together with the City's Preliminary Official Statement dated June 19, 2007, shall be distributed to prospective bidders for the Notes and Bonds. Said Preliminary Official Statement as prepared by Bond Counsel and City staff is hereby approved by the Governing Body, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel, and the Governing Body hereby finds and determines that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2 12(b)(1), subject to revision, amendment and completion in the final Official Statement.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on June 19, 2006.
(Seal)

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General Obligation Bond and Note Sale

Carl Brewer, Mayor

Karen Sublett, City Clerk
APPROVED AS TO FORM.

By:
Gary E. Rebenstorf, Director of Law

June 19, 2007

General Obligation Bond and Note Sale

RESOLUTION NO. 07 _____

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 220, GENERAL OBLIGATION BONDS, SERIES 790 AND 790A; AND GENERAL OBLIGATION BONDS, SERIES 959 (TAXABLE UNDER FEDERAL LAW) AND 960 AND PROVIDING FOR THE GIVING OF NOTICE OF THE PUBLIC SALE.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by various duly held proceedings, authorized the making of certain capital improvements in the City, and made provision for expenditures and funding sources therefore, and provided in said proceedings for the financing of the costs of said capital improvements by the issuance of general obligation bonds of the City; and

WHEREAS, the City is empowered by the provisions of K.S.A. 10 123, as amended and supplemented, to issue its temporary notes to pay the costs of capital improvements which are to be paid for in whole or in part by the issuance of bonds, and may issue renewal temporary notes to pay for the cost of taking up any previously issued temporary notes as they mature when all aspects of the capital improvements will not be completed at the maturity date of the notes or when the capital improvements are completed but the issuance of bonds therefor is prevented, hindered or delayed; and

WHEREAS, the Governing Body has further heretofore by duly held proceedings authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 218, dated February 8, 2007, which mature August 9, 2007 (the "Series 218 Notes"), for the purpose of financing certain of the aforesaid capital improvements, and has further heretofore by various duly held proceedings, authorized or provided for the making of certain additional capital improvements in the City, and has provided for the financing of certain of the costs thereof by the issuance of temporary notes and general obligation bonds of the City, and the Governing Body hereby finds and determines that it is necessary at this time to provide temporary tax exempt financing for the costs in connection with refinancing the Series 218 Notes and in connection with financing such capital improvements in an aggregate principal amount not to exceed \$65,140,000; and

WHEREAS, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City which benefit specific properties, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from the collection of special assessment taxes levied against real properties benefited by said capital improvements over a period of 15 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide tax exempt financing for the costs in connection with such capital improvements in an aggregate principal amount not to exceed \$12,740,000; and

WHEREAS, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City which benefit specific properties, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from the collection of special assessment taxes levied against real properties benefited by said capital improvements over a period of 20 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide tax exempt financing for the costs in connection with such capital improvements in an aggregate principal amount not to exceed \$2,575,000; and

WHEREAS, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the payment of certain redevelopment project costs within a redevelopment district for a redevelopment project plan approved by the City in accordance with K.S.A. 12-1770 et seq., as amended, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from certain incremental increases in real property taxes within the redevelopment district; and the Governing Body hereby finds and determines that it is necessary at this time to provide taxable financing for a portion of the costs in connection with such redevelopment project plan in an aggregate principal amount not to exceed \$4,390,000 and tax exempt financing for a portion of the costs in connection with such redevelopment project plan in an aggregate principal amount not to exceed \$7,385,000; and

WHEREAS, the City is empowered by the provisions of K.S.A. 10 101 et seq., as amended and supplemented, to issue, sell and deliver its general obligation bonds, and is required, by K.S.A. 10 106, as

June 19, 2007

General Obligation Bond and Note Sale

amended and supplemented, to sell such general obligation bonds at public sale if the principal amount therefore exceeds \$100,000; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary at this time to authorize and provide for the public sale of the City's general obligation renewal and improvement temporary notes and general obligation bonds for the aforesaid purposes.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. It is hereby found and determined to be necessary and it is hereby authorized, ordered and directed that the hereinafter described general obligation renewal and improvement temporary notes (the "Notes") and the hereinafter described general obligation bonds (the "Bonds"), of the City shall be sold at public sale on Tuesday, July 10, 2007. Bids for the purchase of the Notes and the Bonds shall be accepted through the PARITY Electronic Bid Submission System until 10:00 o'clock A.M., C.T., and will at such time be read aloud and tabulated by the City staff. The bids will be considered and the Notes and the Bonds will be awarded to the respective best bidders by the Governing Body at their earliest convenience following the deadline for receipt of the bids.

The Notes to be so sold shall be dated August 9, 2007, will be authorized by and issued pursuant to an ordinance to be adopted by the Governing Body immediately after the awarding of the Notes to the best bidder on the aforesaid sale date, and will be issued in the manner provided by K.S.A. 10 101 et seq., as amended and supplemented, including specifically K.S.A. 10 123, as amended and supplemented. The Notes to be so sold shall be designated as General Obligation Renewal and Improvement Temporary Notes, Series 220, which shall be issued in the principal amount of \$65,140,000.

The Bonds to be so sold shall be dated August 1, 2007, will be authorized by and issued pursuant to ordinances to be adopted by the Governing Body immediately after the awarding of the Bonds to the best bidders on the aforesaid sale date, and will be issued in the manner provided by K.S.A. 10 101 et seq., as amended and supplemented. The Bonds to be so sold shall be designated as (A) General Obligation Bonds, Series 790, which shall be issued in the principal amount not to exceed \$12,740,000; (B) General Obligation Bonds, Series 790A, which shall be issued in the principal amount not to exceed \$2,575,000; (C) General Obligation Bonds, Series 959 (Taxable Under Federal Law), which shall be issued in the principal amount not to exceed \$4,390,000; and (D) General Obligation Bonds, Series 960, which shall be issued in the principal amount not to exceed \$7,385,000.

Section 2. It is hereby further found and determined to be necessary, and it is hereby further authorized, ordered and directed, that a Summary Notice of Bond Sale containing various recitals required by law and in such final form as shall be prepared by Kutak Rock LLP, the City's Bond Counsel ("Bond Counsel"), and approved by City staff, shall be published one time as required by law on a date which is at least six (6) but not more than thirty (30) days prior to the date of the public sale, in a newspaper of general circulation in Sedgwick County, Kansas, and in The Kansas Register, the official newspaper of the State of Kansas.

Section 3. It is hereby further found and determined to be necessary, and it is hereby further authorized, ordered and directed, that copies of the City's Official Notice of Sale, containing various recitals required by law and in such final form as shall be prepared by Bond Counsel and approved by City staff together with the City's Preliminary Official Statement dated June 19, 2007, shall be distributed to prospective bidders for the Notes and Bonds. Said Preliminary Official Statement as prepared by Bond Counsel and City staff is hereby approved by the Governing Body, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel, and the Governing Body hereby finds and determines that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2 12(b)(1), subject to revision, amendment and completion in the final Official Statement.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on June 19, 2006.
(Seal)

Carl Brewer, Mayor

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General Obligation Bond and Note Sale

Karen Sublett, City Clerk
APPROVED AS TO FORM.

By:
Gary E. Rebenstorf, Director of Law

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 SUMMARY NOTICE OF BOND SALE
 CITY OF WICHITA, KANSAS
 \$27,090,000
 AGGREGATE PRINCIPAL AMOUNT OF
 GENERAL OBLIGATION BONDS
 SERIES 790, 790A, 959 AND 960

(GENERAL OBLIGATION BONDS PAYABLE
 FROM UNLIMITED AD VALOREM TAXES)

Bids. Subject to the Official Notice of Sale dated June 19, 2007 (the "Notice of Sale"), bids will be received by the Director of Finance on behalf of the City of Wichita, Kansas (the "City"), at the office of the Department of Finance, 12th Floor, City Hall, 455 N. Main, Wichita, Kansas 67202-1697, by electronic bids, via PARITY Electronic Bid Submission System ("PARITY"), until 10:00 a.m., Central Time, on Tuesday, July 10, 2007, for the purchase of all of the City's \$12,740,000 principal amount of General Obligation Bonds, Series 790 (the "Series 790 Bonds"); \$2,575,000 principal amount of General Obligation Bonds, Series 790A (the "Series 790A Bonds"); \$4,390,000 principal amount of General Obligation Bonds, Series 959 (Taxable Under Federal Law) (the "Series 959 Bonds"); and \$7,385,000 principal amount of General Obligation Bonds, Series 960 (the "Series 960 Bonds"). The Series 790, Series 790A, Series 959 and Series 960 Bonds are herein collectively referred to as the "Bonds." All bids shall be publicly read and tabulated on said date and at said time and place. The bids will be considered and each series of Bonds will be awarded by the City Council in the Council Chamber at City Hall at its earliest convenience following the bid opening.

No oral or auction bid for the Bonds shall be considered and no bid of less than the entire principal amount of each series of Bonds, plus accrued interest to the date of delivery, will be considered.

Bids may be electronically submitted through PARITY. Each bidder shall be solely responsible for making the necessary arrangements to access PARITY for the purpose of submitting its electronic bid in a timely manner and in compliance with the Notice of Sale. To the extent any instructions or directions set forth in PARITY conflict with the Notice of Sale, the terms of the Notice of Sale shall control. The City shall not be responsible for any failure, misdirection or error in the transmission of a bid through PARITY. For further information about the electronic bidding services of PARITY, potential bidders may contact i-Deal, LLC, 1359 Broadway, 2nd Floor, New York, NY 10010, (212) 849-5021. Bidders may be required to be qualified in a manner established by the City before submitting a bid.

Bond Details. The Bonds will be in book-entry form only. The Bonds will be issued in the denomination of \$5,000 or any integral multiple thereof, will be dated August 1, 2007 (the "Dated Date"), will become due in the years as follows:

Maturity Schedule Series 790 Bonds

Maturing

September 1	Principal Amount	Maturing
September 1	Principal Amount*	
2008	\$630,000	2016 \$ 870,000
2009	660,000	2017 910,000
2010	685,000	2018 945,000
2011	715,000	2019 980,000
2012	740,000	2020 1,020,000
2013	770,000	2021 1,065,000
2014	805,000	2022 1,105,000
2015	840,000	

Maturity Schedule Series 790A Bonds

Maturing

September 1	Principal
Amount*	Maturing
September 1	Principal

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Amount*

2008	\$ 85,000	2018	\$130,000
2009	90,000	2019	135,000
2010	90,000	2020	140,000
2011	95,000	2021	145,000
2012	100,000	2022	150,000
2013	105,000	2023	155,000
2014	110,000	2024	160,000
2015	115,000	2025	170,000
2016	120,000	2026	175,000
2017	125,000	2027	180,000

Maturity Schedule Series 959 Bonds

Maturing

September 1 Principal Amount* Maturing

September 1 Principal Amount*

2008	\$205,000	2016	\$300,000
2009	215,000	2017	315,000
2010	225,000	2018	330,000
2011	235,000	2019	345,000
2012	245,000	2020	365,000
2013	260,000	2021	385,000
2014	275,000	2022	400,000
2015	290,000		

Maturity Schedule Series 960 Bonds

Maturing

September 1 Principal Amount* Maturing

September 1 Principal Amount*

2008	\$365,000	2016	\$505,000
2009	380,000	2017	525,000
2010	400,000	2018	550,000
2011	410,000	2019	570,000
2012	430,000	2020	590,000
2013	450,000	2021	620,000
2014	465,000	2022	640,000
2015	485,000		

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as provided in the Notice of Sale. Interest on the Bonds will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2008.

Principal Amounts Subject to Change. The City reserves the right to decrease the total principal amount of each series of Bonds and the principal amount of any maturity in order to properly size a Bond issue based on net bond proceeds received by the City as a result of any premium bid. Adjustments, if required, will be made proportionately to each maturity as permitted by the authorized denominations of such series of Bonds. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of a series of Bonds as described. If there is an adjustment in the final aggregate principal amount of a series of Bonds or the schedule of principal payments as described above, any premium bid on such series of Bonds will be proportionately adjusted. At the request of the City, each successful bidder agrees to resize the applicable Bond issue, adjust the premium and provide a revised maturity schedule to the City promptly after receipt of notification of such a request by the City.

Paying Agent and Bond Registrar. Treasurer of the State of Kansas, Topeka, Kansas.

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General Obligation Bond and Note Sale

Good Faith Deposit. Each bid for each series of Bonds shall be accompanied by a cashier's or certified check drawn on a bank located in the United States of America or a financial surety bond in a form that complies with the requirements set forth in the Notice of Sale in an amount equal to 2% of the principal amount of the series of Bonds for which the bid is submitted.

Delivery. The City will pay for preparation of the Bonds and will deliver the same properly prepared, executed and registered without cost to the successful bidder(s) on or about August 9, 2007, at the offices of The Depository Trust Company, New York, New York.

Assessed Valuation and Indebtedness. The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations is \$3,213,622,569. The total general obligation indebtedness of the City as of the date of the Bonds, including the Bonds being sold and including temporary notes (the "Notes") being sold by the City on the same date, is \$513,348,141. The City's General Obligation Renewal and Improvement Temporary Notes, Series 218, outstanding in the principal amount of \$57,703,000 and General Obligation Renewal Temporary Notes, Series 219 (Taxable Under Federal Law), outstanding in the principal amount of \$4,390,000 will be retired on August 9, 2007, from a portion of the proceeds of the Bonds, a portion of the proceeds of the Notes and other available funds of the City.

Approval of Bonds. The Bonds will be sold subject to the legal opinion of Kutak Rock LLP, Kansas City, Missouri, Bond Counsel, whose approving legal opinion as to the validity of each series of Bonds will be furnished and paid for by the City and delivered to the successful bidder(s) as and when the Bonds are delivered.

Additional Information. Additional information regarding the Bonds may be obtained from the City's Department of Finance, City Hall, 12th Floor, 455 North Main, Wichita, Kansas 67202-1679 (Catherine Gilley, Debt Coordinator), 316/268-4143, or from Kutak Rock LLP, Bond Counsel, 1010 Grand Boulevard, Suite 500, Kansas City, Missouri 64106-2220 (816/960-0090), Attention: Dorothea Riley.

DATED: June 27, 2007.

CITY OF WICHITA, KANSAS

By: /s/ Karen Sublett

Karen Sublett, City Clerk

City Hall, 13th Floor

455 North Main

Wichita, Kansas 67202-1679

(316/268-4529)

**City of Wichita
City Council Meeting
June 19, 2007**

Agenda Report No. 07-0580

TO: Mayor and City Council

SUBJECT: Justice Assistance Grant

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the application.

Background: The City of Wichita Police Department and Sedgwick County Sheriff's Office have received notification they are eligible to receive 2007 Justice Assistance Grant (JAG) funding. The JAG funding replaces the previous Local Law Enforcement Grant and Byrne Grant funding. The City of Wichita and Sedgwick County are required to submit a joint application for JAG funding, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used. The City of Wichita and Sedgwick County are eligible for a total of \$466,495 in federal funding, to be shared equally at \$233,248 each. Sedgwick County will be the applicant/fiscal agent for the joint funds.

Analysis: Prior to beginning the JAG application process, a Memorandum of Understanding, MOU, will be signed by both Sedgwick County and City of Wichita officials, outlining the administration and distribution of the grant funds. The Sedgwick County Commission will hold a public hearing for the joint JAG application on May 30, 2007, allowing public comment by citizens. The Wichita Police Department will use their share of the JAG funding for Law Enforcement purposes to ensure a Safe and Secure Community.

Financial Considerations: The City of Wichita will receive \$233,248 in 2007 Justice Assistance Grant funding. There is no local match requirement.

33,248 Overtime
25,000 Lease vehicles-Field services
130,000 Police equipment
45,000 Early Warning System
233,248 Total

Goal Impact: Safe and Secure Communities are affected by this grant.

Legal Considerations: The required Memorandum of Understanding will be reviewed by the Law Department

Recommendations/Actions: It is recommended that the City Council approve the MOU and authorize the appropriate signatures.

GMS APPLICATION NUMBER 2007-F2934-KS-DJ
(Mandatory)

COUNTY CLERK
CONTRACT NO. _____

THE STATE OF KANSAS

KNOW ALL BY THESE PRESENT

COUNTY OF SEDGWICK

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WICHITA, KANSAS AND COUNTY OF SEDGWICK**

2007 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2007, by and between The COUNTY of Sedgwick, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of Wichita, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Sedgwick County, State of Kansas, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections K.S.A. 12-2908, et seq Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the COUNTY agrees to provide the CITY \$233,248.00 from the JAG award for the 2007 JAG Law Enforcement Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$ 233,248 of JAG funds.

Section 2.

CITY agrees to use \$ 233,248 for the 2007 JAG Law Enforcement Program until 9-30-2010 (date).

GMS APPLICATION NUMBER 2007-F2934-KS-DJ
(Mandatory)

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF WICHITA, KANSAS

BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS

MAYOR

DAVID M. UNRUH, Chairman
Commissioner, 1st District

ATTEST:

ATTEST:

CITY CLERK

DON BRACE, County Clerk

APPROVED AS TO FORM:

APPROVE AS TO FORM:

CITY ATTORNEY

OFFICE OF COUNTY COUNSELOR

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

CITY OF WICHITA
City Council Meeting
June 19, 2007

Agenda Report No. 07-0583

TO: Mayor and City Council Members

SUBJECT: Lease with The Kansas African American Museum (District VI)

INITIATED BY: Office of Property Management

AGENDA: Unfinished Business

Recommendation: Approve the Lease Agreement

Background: The Kansas African American Museum (KAAM) is currently located at 601 North Water. The current site is insufficient for the museum's needs. City staff has worked with the KAAM identify a new site for the museum that will allow the museum to expand and grow. In 2004, the City acquired approximately 7.8 acres of the property commonly known as 777 West Central for the River Corridor Improvement Project. A portion of the parcel, containing 52,550 square feet, is surplus to the River Corridor Improvement Project. This site is suitable for the planned expansion.

Analysis: City staff and the staff of the KAAM have prepared a ground lease for the proposed museum site. The lease specifies that the KAAM will be responsible developing the site with an African American cultural and educational facility. The City will lease the site to the KAAM through 2105 with the caveat that the KAAM must commence construction by December 13, 2011. The rent rate is \$1.00 per year. The KAAM will be responsible for all costs associated with operating the museum. At the termination of the lease, all improvements will become the property of the City.

Financial Considerations: Per the lease, KAAM is responsible for the cost to construct and operate the museum. They are also responsible for the upkeep the site leased for the museum, utility relocation and site preparation. The City has no additional financial responsibility.

Goal Impact: This agreement and the related development will improve the quality of life within the community.

Legal Considerations: The Law Department has approved the lease as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the lease agreement; and authorize all necessary signatures.

Attachments: Lease agreement

**CITY OF WICHITA
City Council Meeting
June 19, 2007**

Agenda Report No. 07-0592

TO: Mayor and City Council Members

SUBJECT: Payment of Judgment and Settlement of Lawsuit

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$80,000.00 as a full settlement of this lawsuit.

Background: In March of 2007, The City defended a lawsuit filed by DETAMC, Inc. alleging racial discrimination and breach of contract in federal district court. The jury found that the City was not liable for the alleged discrimination, but did find the City obligated to pay for the contracted services, the quality of which was in dispute. The plaintiff in that case has filed a motion for new trial and anticipates filing an appeal.

Analysis: The City is legally obligated to pay the judgment amount, plus pre-judgment interest, post judgment interest, and court costs. The plaintiff is willing to forego further litigation, providing the City immediate certainty of outcome, for payment of an additional amount that is approximately equal to the cost of defending the new trial motion and any insuing appeal, for which the outcome would be unknown.

Financial Considerations: Funding for this judgment satisfaction and settlement is from the tort claims fund.

Goal Impact: This resolution will contribute to program and budget certainty for the Career Development Office, thereby enhancing the goal of economic vitality and affordable living.

Legal Considerations: The Law Department recommends acceptance of the negotiated resolution. This will satisfy the judgment, resolve all claims for damages and solidify the vindication of the City on the discrimination charges.

Recommendations/Actions: Ratify the negotiated agreement, and authorize payment of \$80,000.00 to DETAMC, Inc. and its attorneys as a full satisfaction and settlement of the lawsuit.

**City of Wichita
City Council Meeting
June 19, 2007**

Agenda Report No. 07-0584

TO: Mayor and Members of the City Council

SUBJECT: Public Hearing; Request for Resolution of Support for Application for Low-Income Housing Tax Credits, Brentwood Apartments (District II)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Adopt the resolution and approve the letter of intent.

Background: The City has received a request from Inner City Development Company, LC (ICDC) for a City Council resolution of support for its application for 4% Low-Income Housing Tax Credits in connection with the acquisition and rehabilitation of the Brentwood Apartments. (The State of Kansas requires developers/owners to obtain a Resolution of Support from the local government, when submitting applications for financing through the Low-Income Housing Tax Credit Program.) The developer is also requesting a letter of intent to issue qualified residential housing revenue bonds in an amount not-to-exceed \$8,000,000.

Under the City's adopted Low-Income Housing Tax Credit (LIHTC) policy, developers/owners must present proposed LIHTC projects to the applicable District Advisory Board. The policy also requires a review by the Housing Advisory Board (HAB) and the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) review the project for design appropriateness, and consistency with applicable neighborhood plans and zoning. Once the project is reviewed by the DAB, the HAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the LIHTC application and, in this case, issuance of the letter of intent for the housing revenue bonds.

Analysis: The Brentwood Apartments complex is located at 6602 E. Harry, and consists of 196 apartment units, including 60 one-bedroom units, 114 two-bedroom units, and 22 three-bedroom units. Amenities include a swimming pool, and common laundry rooms.

The proposed project rehabilitation budget (hard costs) is estimated to be \$4,500,000. The proposed scope of work for the exterior includes new roofing, new siding, new guttering/downspouts, painting, installation of new landscaping and sprinkler system, resurfacing of the parking lots, new windows and sliding doors, architectural enhancement of the balcony structures, and correction of drainage problems. The proposed scope of work for the interior includes new carpet and flooring for each unit, new heating and air conditioning systems, new cabinets and counter tops, new appliances, including built-in microwave ovens, new bathroom fixtures, new lighting, new doors and re-painting.

The complex is currently subject to affordability restrictions as a result of a prior issuance of bonds. The bonds were originally issued in 1995, primarily for the purpose of financing the acquisition of the complex by Christian Relief Services, a Virginia-based not-for-profit corporation. At the time, \$300,000 in exterior and interior renovation was required.

Preliminary apartment rent amounts, upon completion of the proposed renovation, net of utility allowances, are expected to be a minimum of \$425 for one-bedroom apartments, a minimum of \$525 for two-bedroom apartments, and \$650 for three-bedroom apartments. Although the developer intends to

comply with the City's requirement for 20% of the units to be designated as market-rate units, the rent amounts for the market-rate units will not be significantly greater than the proposed tax credit rent amounts.

Planning Department staff members have indicated that they have no comments or concerns with respect to the design guidelines. The Office of Central Inspection (OCI) has indicated that the landscaping ordinance will apply, including a solid screen fence and landscaping along the north side of the property adjacent to the street and across from the park property. In addition, OCI recommends landscaping/screening for the parking lot on the east side of the complex, across from the single-family homes, between the sidewalk and the parking lot. Americans with Disabilities Act Accessibility Guidelines will be applicable to the project with respect to re-stripping/improving the parking lot and in connection with access paths to apartments.

The proposed project has been reviewed by the Housing and Community Services Department, and has received a recommendation for adoption of the resolution of support from the HAB, by a 10-0 vote. The proposed project was presented to DAB II for comment on June 4, 2007. Representatives of the Eastridge Neighborhood Association were invited to attend the meeting. There were no concerns, specifically related to the project, that could not be addressed. The DCC has approved a recommendation for adoption of the resolution of support.

The official name of the ownership entity upon completion of the transaction will be Brentwood Apartments, LLC. Inner-City Development Company/Christian Relief Services Charities, (ICDC/CRSC) Joint Venture, LLC will be the Managing Member, and an as-yet to be determined investor for the 4% housing tax credits will be the equity investor and member at-large.

The resolution of support does not constitute final plan or design approval. If the project is awarded tax credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's LIHTC Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Under federal law, a developer must use tax-exempt bonds to finance a multi-family housing project in order to qualify for 4% low income housing tax credits. The City's economic development incentive policy allows the issuance of bonds for this purpose, provided that the property shall not receive property tax abatements. Property purchased with bond proceeds, such as construction materials and furnishings, is eligible for sales tax exemption, with authorization of the City Council. The developer has agreed to comply with the City's letter of intent conditions for the issuance of the housing revenue bonds.

Financial Considerations: The total project cost is estimated to be approximately \$11,178,623. The applicant intends to finance the project utilizing funding from the sale of 4% housing tax credits, an Affordable Housing Program (AHP) loan from the Federal Home Loan Bank, and partial deferral of the developer fee. The 4% housing tax credits do not involve a competitive application process, but require the issuance of tax-exempt qualified residential housing revenue bonds for the debt-financed portion of the project, which is expected to be approximately \$8,000,000. The developer agrees to pay all of the City's costs associated with the issuance of the bonds and to pay the City's \$2,500 annual administrative service fee. The bonds issued for the acquisition of the property in 1995 will be redeemed.

Goal Impact: The proposed project contributes to the goal of Economic Vitality and Affordable Living.

Legal Considerations: In accordance with City Council Resolution No. R-95-479, ICDC has notified property owners within 200 feet of the proposed project, in order to allow them the opportunity to provide comment to the City Council regarding the project. City Council Resolution No. R-95-479 also requires that the City Council hold a public hearing. Upon closing the public hearing, the Council may vote on a motion to approve the resolution of support for the application of low-income housing tax credits. The resolution document has been approved as to form by the City Law Department.

Recommendation/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the ICDC application for Low-Income Housing Tax Credits subject to all local building and zoning codes, ordinances, design recommendations provided by the Planning Department and the Office of Central Inspection, and any additional design review requirements, and subject to the conditions specified in the resolution document; approve the issuance of a letter of intent to issue the qualified residential housing revenue bonds in the amount not to exceed \$8,000,000 and application for a sales tax exemption certificate; and authorize the necessary signatures.

Attachments: Resolution document.

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF
AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.**

WHEREAS, the City of Wichita, Kansas has been informed by Inner City Development Company, LC that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Block 1, Eastlink Village 4th Addition, Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will contain up to 60 one-bedroom units, 114 two-bedroom units, 22 three-bedroom units, a swimming pool, and full-time, on-site management; and

WHEREAS, this resolution establishing support for the aforesaid housing development shall be limited to a total of 156 units.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until June 19, 2008. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Low Income Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department, if applicable, and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this _19th_ day of __June__, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

CITY OF WICHITA
City Council Meeting
June 19, 2007

Agenda Report No. 07-07-0594

TO: Mayor and City Council Members

SUBJECT: REPEAL OF SECTION 5.88.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CONCEALED CARRY OF HANDGUNS IN PROHIBITED PLACES.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the repeal.

Background: During the 2006 legislative session, Senate Bill No. 418 and House Bill No. 2118, the Personal and Family Protection Act was created, which initiated a concealed carry law in the State of Kansas. The bills prohibited the carrying of concealed firearms by permit holders or those recognized out of state permit holders in certain places across the State of Kansas, or while under the influence of alcohol and/or drugs. In December 2006, the City of Wichita passed an ordinance to enforce these misdemeanor violations in Municipal Court. During the 2007 legislative session, House Bill No. 2528 was passed, which prohibits the filing of these violations in municipal court.

Analysis: House Bill No. 2528 mandates that City of Wichita Ordinance No. 5.88.040 be repealed.

Financial Considerations: None

Goal Impact: Provide a Safe and Secure Community. Violations of the Personal and Family Protection Act will be filed through District Court.

Legal Considerations: The repeal of this ordinance was prepared and approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the first reading of the repeal of the ordinance.

Attachment: Delineated and clean copies of the proposed ordinance.

(First Published in The Wichita Eagle on _____)

June 19, 2007

ORDINANCE NO.

AN ORDINANCE REPEALING SECTION 5.88.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CONCEALED CARRY OF HANDGUNS AS PERMIT HOLDERS, IN PROHIBITED PLACES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 5.88.040 of the Code of the City of Wichita, Kansas, shall be repealed.

Section 2. This ordinance shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
City Attorney and Director of Law

(First Published in The Wichita Eagle on _____)

June 19, 2007

ORDINANCE NO.

AN ORDINANCE REPEALING SECTION 5.88.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CONCEALED CARRY OF HANDGUNS AS PERMIT HOLDERS, IN PROHIBITED PLACES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 5.88.040 of the Code of the City of Wichita, Kansas, shall be repealed as follows:

~~(A) No person licensed to carry a concealed firearm, or recognized as a valid out of state licensee, pursuant to the Personal and Family Protection Act, Chapter 32 and Chapter 210 of the 2006 Session Laws of Kansas, and amendments thereto shall carry a concealed weapon into any of the following places within the City of Wichita:~~

- ~~(1) Any place where an activity declared a common nuisance by K.S.A. 22-3901, and amendments thereto, is maintained;~~
- ~~(2) any police station, sheriff or highway patrol station;~~
- ~~(3) any detention facility, prison, or jail;~~
- ~~(4) any courthouse;~~
- ~~(5) any courtroom; except that nothing in this section would preclude a judge from carrying a concealed weapon or determining who will carry a concealed weapon in the judge's courtroom;~~
- ~~(6) any polling place on the day an election is held;~~
- ~~(7) any meeting of the governing body of the City of Wichita, or other political or taxing subdivision of the state, or any committee or subcommittee thereof;~~
- ~~(8) any state office building;~~

- (9) ~~any athletic event not related to or involving firearms which is sponsored by private or public elementary or secondary school or any private or public institution of postsecondary education;~~
- (10) ~~any professional athletic event not related to or involving firearms;~~
- (11) ~~any portion of a drinking establishment as defined by K.S.A. 41-2601, and amendments thereto, except that this provision shall not apply to a restaurant as defined by K.S.A. 41-2601 and amendments thereto;~~
- (12) ~~any elementary or secondary school, attendance center, administrative office, services center or other facility;~~
- (13) ~~any community college, college or university facility;~~
- (14) ~~any place where the carrying of firearms is prohibited by federal or state law;~~
- (15) ~~any child exchange and visitation center provided for in K.S.A. 75-720, and amendments thereto;~~
- (16) ~~any community mental health center organized pursuant to K.S.A. 19-4001 et seq., and amendments thereto, mental health clinic organized pursuant to K.S.A. 65-211 et seq., and amendments thereto, or a psychiatric hospital licensed under K.S.A. 75-3307b and amendments thereto;~~
- (17) ~~any City Hall~~
- (18) ~~any public library;~~
- (19) ~~any day care home or group day care home, as defined in Kansas administrative regulation 28-4-113, or any preschool or childcare center, as defined in Kansas administrative regulation 28-4-420; or~~
- (20) ~~Any church or temple.~~

~~(b) Violation of this section is punishable upon conviction, to a sentence of up to 12 months imprisonment, and/or up to a \$2,500 dollar fine.~~

Section 2. Section 5.88.040 of the Code of the City of Wichita, Kansas, is hereby repealed.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
City Attorney and Director of Law

CITY OF WICHITA
City Council Meeting
June 19, 2007

Agenda Report No. 07-0595

TO: Mayor and City Council Members

SUBJECT: REPEAL OF SECTION 5.88.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CONCEALED CARRY OF HANDGUNS IN PROHIBITED PLACES AS POSTED.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the repeal.

Background: During the 2006 legislative session, Senate Bill No. 418 and House Bill No. 2118, the Personal and Family Protection Act was created, which initiated a concealed carry law in the State of Kansas. The bills prohibited the carrying of concealed firearms by permit holders or those recognized out of state permit holders in businesses that were posted. In December 2006, the City of Wichita passed an ordinance to enforce the violations related to carrying a handgun within a business that was posted as prohibiting the carrying of handguns by permit holders, and also made criminal, the occasions when a city employee carried a handgun as a permit holder, without authority, when in the scope of his/her employment. During the 2007 legislative session, House Bill No. 2528 was passed, which prohibits the criminal prosecution of employees carrying a concealed handgun while on duty and without permission, as well as preventing the filing of violations related to posting, within municipal court.

Analysis: House Bill No. 2528 mandates that City of Wichita Ordinance No. 5.88.050 be repealed.

Financial Considerations: None

Goal Impact: Provide a Safe and Secure Community. Violations of the Personal and Family Protection Act will be filed through District Court.

Legal Considerations: The repeal of this ordinance was prepared and approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the first reading of the repeal of the ordinance.

Attachment: Delineated and clean copies of the proposed ordinance.

(First Published in The Wichita Eagle on _____)

June 19, 2007

ORDINANCE NO.

AN ORDINANCE REPEALING SECTION 5.88.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CONCEALED CARRY OF HANDGUNS AS PERMIT HOLDERS IN PROHIBITED PLACES AS POSTED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 5.88.050 of the Code of the City of Wichita, Kansas, shall be repealed.

Section 2. This ordinance shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
City Attorney and Director of Law

(First Published in The Wichita Eagle on _____)

June 19, 2007

ORDINANCE NO.

AN ORDINANCE REPEALING SECTION 5.88.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CONCEALED CARRY OF HANDGUNS AS PERMIT HOLDERS IN PROHIBITED PLACES AS POSTED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 5.88.050 of the Code of the City of Wichita, Kansas, shall be repealed as follows:

~~(A) Any person licensed to carry a concealed weapon, or recognized as a valid out of state licensee under the provisions of the Personal and Family Protection Act, pursuant to Chapter 32 and Chapter 210 of the 2006 Session Laws of Kansas, and amendments thereto, shall be prohibited from carrying a concealed weapon under the following circumstances:—~~

- ~~(1) any City of Wichita employee, with the exception of law enforcement officers, armed security guards employed by the City of Wichita, or any other employee(s) as designated by the City Manager, while engaged in the duties of the person's employment with the City of Wichita.~~
- ~~(2) while on the premises owned or operated by the City of Wichita, which shall include, but are not limited to Wichita Airport Authority, Board of Park Commissioners and other Boards and Commissions of the City of Wichita, parks, parking lots, or other public buildings or grounds, or any entity owning or operating a business premises open to the public, where the carrying of a concealed weapon on the premises have been restricted or prohibited, and such premises are posted, pursuant to applicable laws and/or regulations in a manner reasonably likely to come to the attention of persons entering the premises, as premises where carrying a concealed weapon is prohibited;~~
- ~~(3) while on the premises of a property owner, who has restricted or prohibited the carrying of a concealed weapon on such property, and the premises are posted, pursuant to the applicable laws or regulations in a manner reasonably likely to come to the attention of person(s) entering the property where carrying a concealed weapon is prohibited.~~

~~(4) while under the influence of alcohol or drugs, or both.~~

~~(B) Violation of sections (A)(1), (A)(2), and (A)(3), are classified as a misdemeanor, and upon conviction, sentence shall be up to 6 months in jail and/or up to a \$1,000 fine.~~

~~(C) Violation of section (A)(4) is a misdemeanor, and upon conviction, sentence shall be up to 12 months in jail and/or up to a \$2,500 fine.~~

Section 2. Section 5.88.050 of the Code of the City of Wichita, Kansas, is hereby repealed.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
Director of Law and City Attorney

CITY OF WICHITA
City Council Meeting
June 19, 2007

Agenda Report No. 07-0596

TO: Mayor and City Council Members

SUBJECT: AMENDMENTS TO SECTION 5.88.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CRIMINAL USE OF WEAPONS.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the ordinance.

Background: On July 1, 2006 the Personal and Family Protection Act (K.S.A. 75-7c01 through 75-7c18) was enacted, allowing permit holders to carry concealed handguns within the State of Kansas. During the 2007 legislative session, House Bill No. 2528 was passed, which placed prohibitions on municipal governments' ability to regulate firearms violations. A municipal government may only regulate the open carry of firearms, concealed carry of firearms, or carrying firearms within the immediate control of a person, for those without a concealed carry permit. Violations can only be enforced on property open to the public. Additionally, a municipal government is unable to restrict the transportation or carry of a firearm, that is otherwise lawful under state statutes. The City is mandated to enact amendments to the ordinance, by House Bill No. 2528.

Analysis: The amendments to City of Wichita Ordinance 5.88.010 must be passed, in order to comply with the legislative mandate of House Bill No. 2528.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure Community. This amendment will allow the Police Department and Law Department to continue to charge and prosecute violations of Criminal Use of Weapons.

Legal Considerations: The City of Wichita Law Department drafted the amended ordinance and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the first reading of the ordinance.

Attachment: Delineated and clean copies of the proposed ordinance.

June 19, 2007

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 5.88.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF UNLAWFUL USE OF WEAPONS AND REPEAL OF THE ORIGINAL SECTION 5.88.010

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 5.88.010 of the Code of the City of Wichita, Kansas, shall read as follows:

(1) Unlawful use of a weapon is knowingly:

(a) Selling, manufacturing, purchasing, possessing or carrying any bludgeon, sandclub, metal knuckles or throwing star, or any knife, commonly referred to as a switch-blade, which, having the appearance of a pocket knife, also has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or by other mechanical contrivance, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward or centrifugal thrust or movement;

(b) Carrying concealed on one's person, or possessing with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slingshot, nightstick, nun-chucks, sap gloves, tomahawk, dangerous knife, straight-edged razor, stiletto or any other dangerous or deadly instrument of like character, except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;

(c) Carrying unconcealed on one's person or in any vehicle under one's immediate control, with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slingshot, nightstick, nunchucks, sap gloves, tomahawk, dangerous knife, straight-edged razor, stiletto or any other dangerous or deadly instrument of like character, except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;

(d) Carrying any pistol, revolver or other firearm concealed on one's person, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(e) Carrying on one's person any unconcealed, loaded firearm, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(f) Carrying in any vehicle under one's immediate control, while on property open to the public, any loaded firearm, except when on one's land or in one's abode or fixed place of business;

(g) Carrying in any air, land or water vehicle an unloaded firearm that is not encased in a container which completely encloses the firearm;

(h) Carrying a loaded or unloaded firearm in a courtroom or within City Hall;

(i) Drawing a pistol, revolver, knife or any other deadly weapon upon any person.

(j) As used in this section, "throwing star" means any instrument, without handles, consisting of a metal plate having three or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond or other geometric shape, manufactured for use as a weapon for throwing.

(2) Subsections (1)(a), (b), (c), (d), (e), (f) and (g), (h), and (i) of this subsection shall not apply to or affect any of the following:

(a) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(b) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of a crime, while acting within the scope of their authority;

(c) Members of the armed services or reserve forces of the United States or the Kansas National Guard while in the performance of their official duty; or

(d) Manufacture of, transportation to, or sale of weapons to a person authorized under (a) through (c) of this subsection to possess such weapons.

(e) Qualified law enforcement officers or qualified retired law enforcement officers pursuant to the Law Enforcement Officers Safety Act of 2004, 18 U.S.C. 926B and 18 U.S.C. 926C and amendments thereto.

(3) Subsection (1)(d), (e) and (f) of this section shall not apply to or affect the following:

(a) Watchmen, while actually engaged in the performance of the duties of their employment;

(b) Private detectives licensed by the state to carry the firearm involved while actually engaged in the duties of their employment;

(c) Detectives or special agents regularly employed by railroad companies or other corporations to perform full-time security or investigative service, while actually engaged in the duties of their employment; or

(d) The State Fire Marshal, the State Fire Marshal's deputies or any member of a fire department authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto, while engaged in an

investigation in which such fire marshal, deputy or member is authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto.

(e) Special deputy sheriffs described in K.S.A. 2001 Supp. 19-827, and amendments thereto, who have satisfactorily completed the basic course of instruction required for permanent appointment as a part-time law enforcement officer under K.S.A. 74-5607a and amendments thereto.

(4) Subsection (1)(i) of this section shall not apply to or affect historical reenactors and actors when engaged in performances and demonstrations. Provided, however, this subsection shall only apply to those performances and demonstrations which have been approved in advance in writing by the city manager or his designee.

(5) Subsection (1) (d), (e), (f), and (g) shall not apply to any person who sells, purchases, possesses or carries a firearm, device or attachment which has been rendered unserviceable by steel weld in the chamber and marriage weld of the barrel to the receiver and which has been registered in the national firearms registration and transfer record in compliance with 26 U.S.C. 5841 et seq. in the name of such person and, if such person transfers such firearm, device or attachment to another person, has been so registered in the transferee's name by the transferor.

(6) Subsections 1(d), 1(e), 1 (f), and 1 (g) shall not apply to any person authorized to carry a concealed firearm pursuant to the Personal and Family Protection Act, K.S.A. 75-7c01 through K.S.A. 75-7c18, and amendments thereto.

(7) Subsection 1 (d) shall not apply to licensed hunters or fishermen, while engaged in hunting or fishing;

(8) It shall be a defense that the defendant is within an exemption.

(9) Any person who violates any of the provisions of this section within the corporate limits of the city shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

(10) In addition to the penalty for violation of any of the provisions of this section, it shall be the duty of the municipal court judge:

(a) To order any weapon seized in connection with such violation which is not a firearm to be forfeited to the city and the same shall be destroyed or caused to be destroyed by the chief of police whenever the weapon is no longer needed for evidence;

(b) To order any weapon seized in connection with such violation when no longer needed for evidentiary purposes, shall, in the discretion of the trial court, be:

(i) Destroyed:

(ii) Forfeited to the Wichita Police Department for use within the police department, for sale to a properly licensed federal firearms dealer or for trading to a properly licensed federal firearms dealer by the police department for other new or used firearms or accessories for the Police Department's use; or

(iii) Forfeited to the Kansas Bureau of Investigation for law enforcement, testing, comparison or destruction by the Kansas Bureau of Investigation forensic laboratory.

If weapons are sold as authorized above, the proceeds from any such sale shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department. All transactions involving weapons disposed of under this subsection must have the prior approval of the city manager. All sales of weapons are subject to review by the city council;

(c) Any stolen weapon confiscated in connection with any violation of this section other than subdivision (a) of this subsection shall be returned to the person entitled to possession, if known, when the same is no longer needed for evidence. All other weapons shall be disposed of as provided in subsection (9)(a) and (b) of this section.

Section 2. The original of Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law and City Attorney

June 19, 2007

ORDINANCE NO.

Delineated

AN ORDINANCE AMENDING SECTION 5.88.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF UNLAWFUL USE OF WEAPONS AND REPEAL OF THE ORIGINAL SECTION 5.88.010

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 5.88.010 of the Code of the City of Wichita, Kansas, shall read as follows:

(1) Unlawful use of a weapon is knowingly:

(a) Selling, manufacturing, purchasing, possessing or carrying any bludgeon, sandclub, metal knuckles or throwing star, or any knife, commonly referred to as a switch-blade, which, having the appearance of a pocket knife, also has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or by other mechanical contrivance, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward or centrifugal thrust or movement;

(b) Carrying concealed on one's person, or possessing with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slingshot, nightstick, nun-chucks, sap gloves, tomahawk, dangerous knife, straight-edged razor, stiletto or any other dangerous or deadly instrument of like character, except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;

(c) Carrying unconcealed on one's person or in any vehicle under one's immediate control, with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slingshot, nightstick, nunchucks, sap gloves, tomahawk, dangerous knife, straight-edged razor, stiletto or any other dangerous or deadly instrument of like character, except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;

(d) Carrying any pistol, revolver or other firearm concealed on one's person, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(e) Carrying on one's person any unconcealed, loaded firearm, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(j) Carrying in any vehicle under one's immediate control, while on property open to the public, any loaded firearm, except when on one's land or in one's abode or fixed place of business;

(k) Carrying in any air, land or water vehicle an unloaded firearm that is not encased in a container which completely encloses the firearm;

(l) Carrying a loaded or unloaded firearm in a courtroom or within City Hall;

(i) Drawing a pistol, revolver, knife or any other deadly weapon upon any person.

(j) As used in this section, "throwing star" means any instrument, without handles, consisting of a metal plate having three or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond or other geometric shape, manufactured for use as a weapon for throwing.

(2) Subsections (1)(a), (b), (c), (d), (e), (f) and (g), (h), and (i) of this subsection shall not apply to or affect any of the following:

(a) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(b) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of a crime, while acting within the scope of their authority;

(c) Members of the armed services or reserve forces of the United States or the Kansas National Guard while in the performance of their official duty; or

(f) Manufacture of, transportation to, or sale of weapons to a person authorized under (a) through (c) of this subsection to possess such weapons.

(g) Qualified law enforcement officers or qualified retired law enforcement officers pursuant to the Law Enforcement Officers Safety Act of 2004, 18 U.S.C. 926B and 18 U.S.C. 926C and amendments thereto.

(3) Subsection (1)(d), (e) and (f) of this section shall not apply to or affect the following:

(a) Watchmen, while actually engaged in the performance of the duties of their employment;

(b) Private detectives licensed by the state to carry the firearm involved while actually engaged in the duties of their employment;

(c) Detectives or special agents regularly employed by railroad companies or other corporations to perform full-time security or investigative service, while actually engaged in the duties of their employment; or

(d) The State Fire Marshal, the State Fire Marshal's deputies or any member of a fire department authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto, while engaged in an

investigation in which such fire marshal, deputy or member is authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto.

(e) Special deputy sheriffs described in K.S.A. 2001 Supp. 19-827, and amendments thereto, who have satisfactorily completed the basic course of instruction required for permanent appointment as a part-time law enforcement officer under K.S.A. 74-5607a and amendments thereto.

(4) Subsection (1)(i) of this section shall not apply to or affect historical reenactors and actors when engaged in performances and demonstrations. Provided, however, this subsection shall only apply to those performances and demonstrations which have been approved in advance in writing by the city manager or his designee.

(5) Subsection (1) (d), (e), (f), and (g) shall not apply to any person who sells, purchases, possesses or carries a firearm, device or attachment which has been rendered unserviceable by steel weld in the chamber and marriage weld of the barrel to the receiver and which has been registered in the national firearms registration and transfer record in compliance with 26 U.S.C. 5841 et seq. in the name of such person and, if such person transfers such firearm, device or attachment to another person, has been so registered in the transferee's name by the transferor.

(8) Subsections 1(d), 1(e), and 1 (f), and 1 (g) shall not apply to any person authorized to carry a concealed firearm pursuant to the Personal and Family Protection Act, ~~Chapter 32 and Chapter 210, of the 2006 Session Laws of Kansas~~ K.S.A. 75-7c01 through K.S.A. 75-7c18, and amendments thereto.

(9) Subsection 1 (d) shall not apply to licensed hunters or fishermen, while engaged in hunting or fishing;

~~(7)~~ (8) It shall be a defense that the defendant is within an exemption.

~~(8)~~ (9) Any person who violates any of the provisions of this section within the corporate limits of the city shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

~~(9)~~ (10) In addition to the penalty for violation of any of the provisions of this section, it shall be the duty of the municipal court judge:

(a) To order any weapon seized in connection with such violation which is not a firearm to be forfeited to the city and the same shall be destroyed or caused to be destroyed by the chief of police whenever the weapon is no longer needed for evidence;

(c) To order any weapon seized in connection with such violation when no longer needed for evidentiary purposes, shall, in the discretion of the trial court, be:

(m) Destroyed:

(ii) Forfeited to the Wichita Police Department for use within the police department, for sale to a properly licensed federal firearms dealer or for trading to a properly licensed federal firearms dealer by the police department for other new or used firearms or accessories for the Police Department's use; or

(iii) Forfeited to the Kansas Bureau of Investigation for law enforcement, testing, comparison or destruction by the Kansas Bureau of Investigation forensic laboratory.

If weapons are sold as authorized above, the proceeds from any such sale shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department. All transactions involving weapons disposed of under this subsection must have the prior approval of the city manager. All sales of weapons are subject to review by the city council;

(c) Any stolen weapon confiscated in connection with any violation of this section other than subdivision (a) of this subsection shall be returned to the person entitled to possession, if known, when the same is no longer needed for evidence. All other weapons shall be disposed of as provided in subsection (9)(a) and (b) of this section.

Section 2. The original of Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law and City Attorney

CITY OF WICHITA
City Council Meeting
June 19, 2007

Agenda Report No. 06-0597

TO: Mayor and City Council Members

SUBJECT: AMENDMENTS TO SECTION 11.42.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRIVING WHILE LICENSE SUSPENDED, CANCELED OR REVOKED.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the ordinance.

Background: The Kansas Legislature, through the passage of SB 35 changed the penalty for Driving on a Suspended License, in violation of K.S.A. 8-262. For a third or subsequent conviction, when the suspension is as a result of a specified reason, it is mandated that a person spend a mandatory 90 day imprisonment and fined not less than \$1,500. The Court may order a person to spend 48 hours in the county jail, and the remainder of the 90 days may be served in work release or house arrest.

Analysis: The amendments to 11.42.030 must be passed, in order to comply with the mandates of SB 35 amending K.S.A. 8-262. Municipal criminal ordinances cannot be less restrictive than state criminal statutes.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure Community. This amendment will allow the Police Department and Law Department to continue to charge and prosecute violations of driving on a suspended license.

Legal Considerations: The City of Wichita Law Department drafted the amended ordinance and approved it as to form.

Recommendation/Actions: It is recommended that the City Council approve the first reading of the ordinance.

Attachment: Delineated and clean copies of the proposed ordinance.

First Published in The Wichita Eagle on _____

June 19, 2007

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 11.42.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRIVING WHILE LICENSE SUSPENDED, CANCELED OR REVOKED AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 11.42.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Driving while License Suspended, Canceled or Revoked.

(A) It is unlawful for any person within the city to authorize or knowingly permit a motor vehicle owned by such person or under such persons control to be driven by any person who has no legal right to do so, or who does not have a valid drivers license;

(B) The clerk of the municipal court shall forward to the division a record of the conviction of any person in such court as soon as possible after such conviction on the following charges, the first four of which require a mandatory revocation or suspension of the license:

- (1) Driving a vehicle while under the influence of intoxicating liquor or drugs;
- (2) Conviction or forfeiture of bail upon three charges of reckless driving, all within the preceding twelve months;
- (3) Failing to stop after an accident resulting in death or injury to another person and disclosing such persons identity at the scene of the accident;
- (4) Operating a vehicle while the license of such person is suspended or revoked;
- (5) The violation of this title or any other traffic ordinance of the city, or the forfeiture of bail therefore, except times of parking, and the judge of the municipal court, where, in the judges

opinion, the facts and circumstances warrant it, shall recommend to the division the suspension of the drivers license of the person so convicted.

(C) Any person who drives a motor vehicle on any street and/or alley in this city at a time when such persons privilege to do so is canceled, suspended or revoked or while such persons privilege to obtain a drivers license is suspended or revoked pursuant to K.S.A. 8- 252a, and amendments thereto, shall be guilty of a misdemeanor.

(D) The penalty for convictions of section (C) shall be as follows:

(1) Upon a first conviction for a violation of section (C), and except as provided by section (E), punishment by imprisonment of not more than six months, and a fine of not more than one thousand dollars shall be imposed. Upon a first conviction of section (C), such person shall be sentenced to at least five days imprisonment and fined at least one hundred dollars.

(2) Upon a second or subsequent conviction of section (C), and except as provided by section (E), or section (D)(3), punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars shall be imposed. Such person shall not be eligible for parole until completion of five days imprisonment. Such mandatory fine imposed shall be at least two hundred fifty dollars.

(3) Upon a third or subsequent conviction of section (C), and except as provided by section (E), punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars shall be imposed. The person convicted shall be sentenced to not less than 90 days imprisonment and fined not less than one thousand five hundred dollars, if such person's privilege to drive a motor vehicle is canceled, suspended or revoked because such person:

(a) Refused to submit and complete any test of blood, breath or urine requested by law enforcement excluding the preliminary screening test as set forth in K.S.A. 8-1012, and amendments thereto;

(b) was convicted of violating the provisions of K.S.A. 40-3104, and amendments thereto, or similar ordinance of any city or resolution of any county or a law of another

state, which ordinance or law prohibits the acts prohibited by that statute, relating to motor vehicle liability insurance coverage;

(c) was convicted of vehicular homicide, K.S.A. 21-3405, and amendments thereto, involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 2006 Supp. 21-3442, and amendments thereto, or any other murder or manslaughter crime resulting from the operation of a motor vehicle; or

(d) was convicted of being a habitual violator, K.S.A. 8-287, and amendments thereto, or similar ordinance of any city or resolution of any county or a law of another state, which ordinance or law prohibits the acts prohibited by that statute, relating to driving while being a habitual violator.

(4) The person convicted, and sentenced pursuant to the provisions of section (D)(3), shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least ninety days imprisonment. The ninety days imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight consecutive hours imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The Court may place the person convicted under a house arrest program to serve the remainder of the minimum sentence only after such person has served forty-eight consecutive hours imprisonment.

(E) If a person:

(1) Is convicted of a violation of section (C) committed while the persons privilege to drive or privilege to obtain a drivers license was suspended or revoked for a violation of Section 11.38.150 of this code, and amendments thereto, or any law of the state, ordinance of any city or law of another state which ordinance or law prohibits the acts prohibited by Section 11.38.150, and is or has been convicted of a violation of Section 11.38.150 of this code, and amendments thereto, or of any law of this state, ordinance of any city or law of another state which ordinance or law prohibits the acts prohibited by Section 11.38.150; and

(2) is or has been also convicted of a violation of 11.38.150, and amendments thereto, or K.S.A. 8-1567, and amendments thereto, or of any municipal ordinance or law of any other state, which

ordinance or law prohibits the acts prohibited by 11.38.150, committed while the persons privilege to drive or privilege to obtain a drivers license was so suspended or revoked, the person shall not be eligible for suspension of sentence, probation or parole until the person has served at least ninety days imprisonment, and any fine imposed on such person shall be in addition to such a term of imprisonment.

(F) For the purposes of determining whether a conviction is a first, second, third, or subsequent conviction in sentencing under section (C) conviction includes a conviction of a violation of any ordinance of any city or a law of this or any other state, or resolution of any county, which is in substantial conformity with section (C).

(G) It shall be unlawful to operate a motor vehicle in this City while such person's driving privileges are revoked pursuant to K.S.A. 8-286 and amendments thereto.

(1) Upon a first conviction the person shall be sentenced up to one year in jail and up to a two thousand five hundred dollar fine. Such person shall be sentenced to at least five days imprisonment and fined at least one hundred dollars.

(2) Upon a second conviction of section (G), such person shall be sentenced to punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars. Such person shall not be eligible for parole until completion of five days imprisonment. Such mandatory fine imposed shall be at least two hundred fifty dollars.

(3) Any person found guilty of a third or subsequent conviction of section (G) shall be sentenced to punishment of not more than one year in jail and a two thousand five hundred dollar fine. The person convicted shall be sentenced to not less than ninety days imprisonment and fined not less than one thousand five hundred dollars. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least ninety days imprisonment. The ninety days imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight consecutive hours imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The Court may place the person convicted under a house arrest program to serve the remainder of the

minimum sentence only after such person has served forty-eight consecutive hours imprisonment.

(H) For the purposes of determining whether a conviction is a first, second, third, or subsequent conviction in sentencing under section (G) conviction includes a conviction of a violation of any ordinance of any city or a law of this or any other state, or resolution of any county, which is in substantial conformity with section (G).

SECTION 2. The original of Section 11.42.030 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law and City Attorney

June 19, 2007

ORDINANCE NO.

Delineated

AN ORDINANCE AMENDING SECTION 11.42.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRIVING WHILE LICENSE SUSPENDED, CANCELED OR REVOKED AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 11.42.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Driving while License Suspended, Canceled or Revoked.

(A) ~~(a)~~ It is unlawful for any person within the city to authorize or knowingly permit a motor vehicle owned by such person or under such persons control to be driven by any person who has no legal right to do so, or who does not have a valid drivers license;

(B) ~~(b)~~ The clerk of the municipal court shall forward to the division a record of the conviction of any person in such court as soon as possible after such conviction on the following charges, the first four of which require a mandatory revocation or suspension of the license:

- (1) Driving a vehicle while under the influence of intoxicating liquor or drugs;
- (2) Conviction or forfeiture of bail upon three charges of reckless driving, all within the preceding twelve months;
- (3) Failing to stop after an accident resulting in death or injury to another person and disclosing such persons identity at the scene of the accident;
- (4) Operating a vehicle while the license of such person is suspended or revoked;
- (5) The violation of this title or any other traffic ordinance of the city, or the forfeiture of bail therefore, except times of parking, and the judge of the municipal court, where, in the judges opinion, the facts and circumstances warrant it, shall recommend to the division the suspension of the drivers license of the person so convicted.

(C) ~~(e)~~ Any person who drives a motor vehicle on any street and/or alley in this city at a time when such persons privilege to do so is canceled, suspended or revoked or while such persons privilege to obtain a drivers license is suspended or revoked pursuant to K.S.A. 8- 252a, and amendments thereto, shall be guilty of a misdemeanor.

(D) ~~(d)~~ The penalty for convictions of section ~~(e)~~ (C) shall be as follows:

(1) Upon a first conviction for a violation of ~~subsection ~~(e)~~ (C)~~, and except as provided by ~~subsection ~~(e)~~ (E)~~, punishment by imprisonment of not more than six months, and a fine of not more than one thousand dollars shall be imposed. Upon a first conviction of ~~subsection ~~(e)~~ (C)~~, such person shall be sentenced to at least five days imprisonment and fined at least one hundred dollars.

(2) Upon a second or subsequent conviction of ~~subsection ~~(e)~~ (C)~~, and except as provided by ~~subsection ~~(e)~~ (E)~~, or section (D)(3), punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars shall be imposed. Such person shall not be eligible for parole until completion of five days imprisonment. Such mandatory fine imposed shall be at least two hundred fifty dollars.

(3) Upon a third or subsequent conviction of ~~subsection ~~(e)~~ (C)~~, and except as provided by ~~subsection ~~(e)~~ (E)~~, punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars shall be imposed. The person convicted shall be sentenced to not less than 90 days imprisonment and fined not less than one thousand five hundred dollars, if such person's privilege to drive a motor vehicle is canceled, suspended or revoked because such person:

(a) Refused to submit and complete any test of blood, breath or urine requested by law enforcement excluding the preliminary screening test as set forth in K.S.A. 8-1012, and amendments thereto;

(b) was convicted of violating the provisions of K.S.A. 40-3104, and amendments thereto, or similar ordinance of any city or resolution of any county or a law of another state, which ordinance or law prohibits the acts prohibited by that statute, relating to motor vehicle liability insurance coverage;

(c) was convicted of vehicular homicide, K.S.A. 21-3405, and amendments thereto, involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 2006 Supp. 21-3442, and amendments thereto, or any other murder or manslaughter crime resulting from the operation of a motor vehicle; or

(d) was convicted of being a habitual violator, K.S.A. 8-287, and amendments thereto, or similar ordinance of any city or resolution of any county or a law of another state, which ordinance or law prohibits the acts prohibited by that statute, relating to driving while being a habitual violator.

(4) The person convicted, and sentenced pursuant to the provisions of section (D)(3), shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least ninety days imprisonment. The ninety days imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight consecutive hours imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The Court may place the person convicted under a house arrest program to serve the remainder of the minimum sentence only after such person has served forty-eight consecutive hours imprisonment.

(E) Except as otherwise provided by subsection (c), if a person:

(1) Is convicted of a violation of ~~subsection (c)~~ (C) committed while the persons privilege to drive or privilege to obtain a drivers license was suspended or revoked for a violation of Section 11.38.150 of this code, and amendments thereto, or any law of the state, ordinance of any city or law of another state which ordinance or law prohibits the acts prohibited by Section 11.38.150, and is or has been convicted of a violation of Section 11.38.150 of this code, and amendments thereto, or of any law of this state, ordinance of any city or law of another state which ordinance or law prohibits the acts prohibited by Section 11.38.150; and

(2) is or has been also convicted of a violation of 11.38.150, and amendments thereto, or K.S.A. 8-1567, and amendments thereto, or of any municipal ordinance or law of any other state, which ordinance or law prohibits the acts prohibited by 11.38.150, committed while the persons privilege to drive or privilege to obtain a drivers license was so suspended or revoked, the

person shall not be eligible for suspension of sentence, probation or parole until the person has served at least ninety days imprisonment, and any fine imposed on such person shall be in addition to such a term of imprisonment.

~~(F)~~ (F) For the purposes of determining whether a conviction is a first, second, third, or subsequent conviction in sentencing under ~~subsection (e)~~ (C) conviction includes a conviction of a violation of any ordinance of any city or a law of this or any other state , or resolution of any county, which is in substantial conformity with ~~subsection (e)~~ (C).

~~(g)~~ (G) It shall be unlawful to operate a motor vehicle in this City while ~~ones~~ such person's driving privileges are revoked pursuant to K.S.A. 8-286 and amendments thereto.

(1) Upon a first conviction the person shall be sentenced up to one year in jail and up to a two thousand five hundred dollar fine. Such person shall be sentenced to at least five days imprisonment and fined at least one hundred dollars.

(2) Upon a second conviction of ~~subsection (g)~~ (G), such person shall be sentenced to punishment by imprisonment of not more than one year, and a fine of not more than two thousand five hundred dollars. Such person shall not be eligible for parole until completion of five days imprisonment. Such mandatory fine imposed shall be at least two hundred fifty dollars.

(3) Any person found guilty of a third or subsequent conviction of ~~this~~ section (G) shall be sentenced to punishment of not more than one year in jail and a two thousand five hundred dollar fine. The person convicted shall be sentenced to not less than ninety days imprisonment and fined not less than one thousand five hundred dollars. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least ninety days imprisonment. The ninety days imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight consecutive hours imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The Court may place the person convicted under a house arrest program to serve the remainder of the minimum sentence only after such person has served forty-eight consecutive hours imprisonment.

~~(H)~~ (H) For the purposes of determining whether a conviction is a first, second, third, or subsequent conviction in sentencing under ~~subsection (g)~~ (G) conviction includes a conviction of a violation of any ordinance of any city or a law of this or any other state , or resolution of any county, which is in substantial conformity with ~~subsection (g)~~ (G).

SECTION 2. The original of Section 11.42.030 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law and City Attorney

CITY OF WICHITA
City Council Meeting
June 19, 2007

Agenda Report No. 07-0598

TO: Mayor and City Council Members

SUBJECT: AN ORDINANCE AMENDING SECTION 11.38.150 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF DRIVING UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the ordinance.

Background: Pursuant to Senate Bill No. 35 and House Substitute for Senate Bill No. 31, the Kansas Legislature amended K.S.A. 8-1567, the state statute prohibiting driving under the influence of alcohol and/or drugs. The amendments expanded the sentencing provisions, now requiring either an ignition interlock device or impoundment of the convicted person's motor vehicle, on a second or subsequent conviction. Amendments also allow for concurrent jurisdiction in municipal court, over violations that could be filed as felony offenses in District Court.

Analysis: The amendments to City of Wichita Ordinance 11.38.150 must be passed, in order for the City of Wichita Municipal Court, to enforce the violations of driving under the influence of alcohol and/or drugs. A municipal ordinance may not be less restrictive than sentencing provisions of state statute.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure Community. This ordinance will allow the Police Department and Law Department to charge and prosecute violations of driving under the influence of alcohol and/or drugs.

Legal Considerations: The City of Wichita Law Department drafted the ordinance and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the first reading of the ordinance.

Attachment: Delineated and clean copies of the proposed ordinance.

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0585

TO: Mayor and City Council

SUBJECT: ZON2007-13 – Zone change from “SF-5” Single-family Residential to “TF-3” Two-family Residential for duplex development; generally located west of Florence and south of 2nd Street. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendations: Approve, subject to staff recommendations (9-0).

MAPD Staff Recommendations: Approve the zone change.

DAB Recommendations: DAB IV did not review.



Background: The application area is a vacant, platted lot located on the west side of Florence and south of 2nd Street. The .21-acre site is zoned “SF-5”, and the applicant requests “TF-3” zoning to develop a duplex.

All property immediately surrounding the site is zoned “SF-5” and developed with single-family residences. Southeast of the site is an “SF-5” zoned church; “TF-3” and “MF-18” Multi-family residential zoning exists within the same block as the application area. One duplex exists within this same block, and several duplexes exist within a one block radius.

Analysis: MAPC heard this request on May 17, 2007 and approved (9-0), based on staff recommendations. One residential neighbor contacted MAPD opposed to the request; see the attached letter. Staff recieved 20 protest petitions; 11 are valid protests within the legal protest area, accounting for 61.22% of the protest area. This exceeds 20% of the protest area, requiring City Council to have a three-quarters majority to override the protest and approve the zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing. An override of the 61.22% protest requires a three-fourths majority vote of the City Council.)

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0586

TO: Mayor and City Council

SUBJECT: ZON2007-14 – Zone change request from “GI” General Industrial, “SF-5” Single-family Residential, and “LC” Limited Commercial to “LI” Limited Industrial. Generally located North of 13th Street and west of Greenwich Road. (District II)

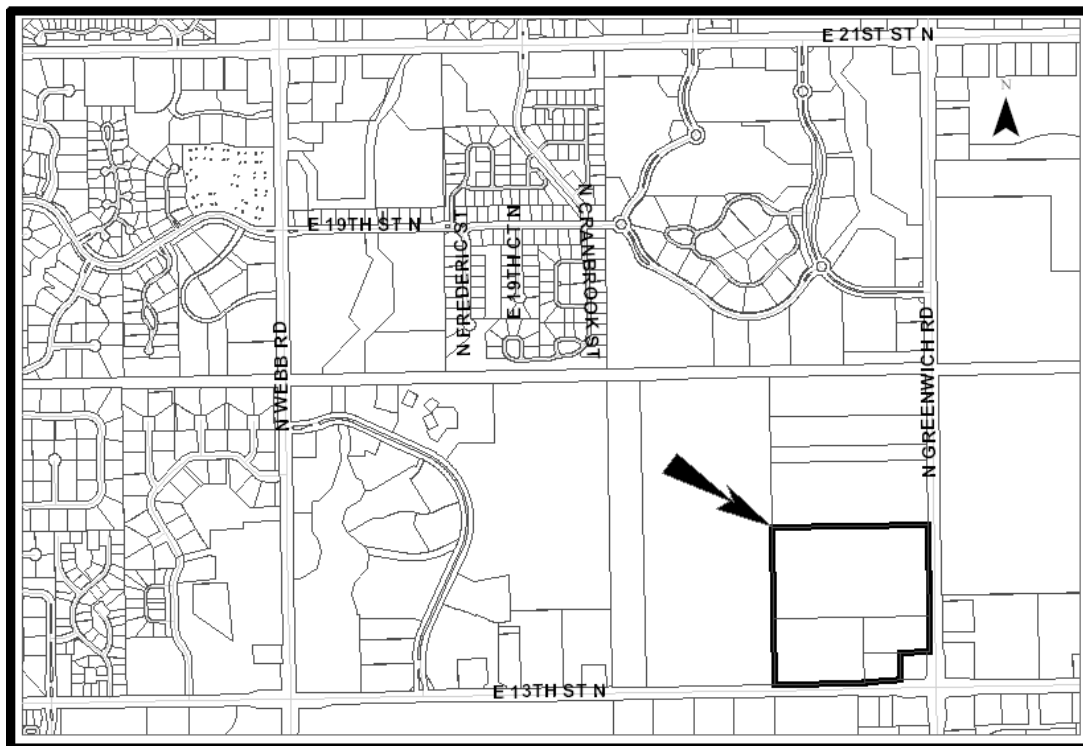
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (9-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: DAB II did not review.



Background: The applicant requests “LI” Limited Industrial zoning on 35.37 acres. Most of this zone change would be a down zoning from “GI” General Industrial zoning on the northern 21 acres. The southwest nine acres are zoned “SF-5” Single-family Residential, and the remaining southeastern five acres are zoned “LC” Limited Commercial. The entire site was approved by City Council in August 2006 for a zone change to “GC” General Commercial with a Commercial CUP (ZON2006-24/CUP2006-22 DP 298). This previous zone change and CUP was approved subject to platting. The property owner has not platted, therefore the zone change never became effective. The applicant now wishes to nullify the previous zone change to GC and commercial CUP, and develop the property with unspecified uses permitted under LI zoning. LI zoning would permit most land uses permitted in GC, with the exception of residential uses.

Property north of the site is zoned GI, and is used for aircraft part storage and a concrete plant. Immediately southwest of the site, at the northwest corner of 13th and Greenwich, is an LC zoned bank site. South of the site, across 13th Street North, is LI zoned aircraft manufacturing, and a test-flight runway. Also south of the site, across 13th is the LC zoned CUP DP 254 with retail uses. Southeast of the site, across 13th and Greenwich, is the LC zoned CUP DP 239, with a movie theater, bowling alley, hotel, and restaurant uses. East of the site, across Greenwich, is vacant LC zoned property within CUP DP 224, and SF-20 zoned property used for agriculture. West of the site is vacant LI zoned property requesting SF-5 zoning. Further west is the LI zoned Waterfront commercial and office development.

Analysis: At the MAPC hearing on May 17, 2007, no individuals spoke in opposition to the request. The MAPC voted (9-0) to recommended approval of the request, subject to staff recommendations.

Financial Considerations: None.

Goal Impact: Promote economic vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; withhold publishing the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0587

TO: Mayor and City Council

SUBJECT: ZON2007-15 – Zone change from “LI” Limited Industrial to “SF-5” Single-family Residential. Generally located one-half mile west of Greenwich Road and 1/8 mile north of 13th Street North. (District II)

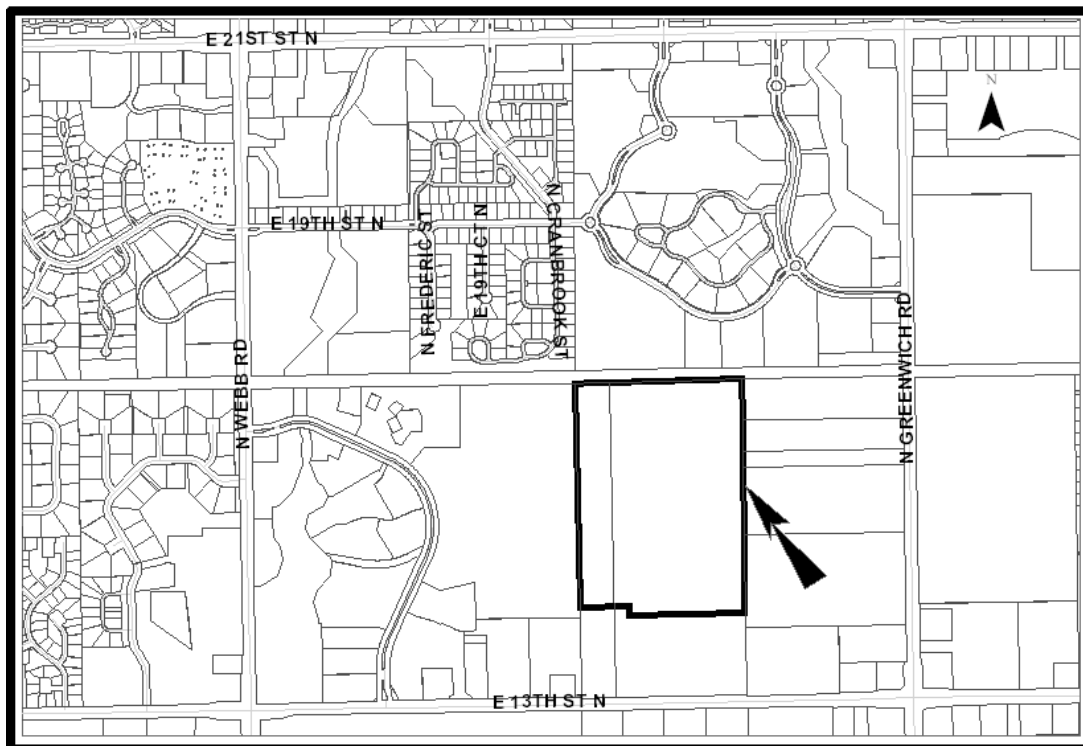
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (9-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: DAB II did not review.



Background: The applicant requests a zone change, or down zoning, on 57.19 acres from “LI” Limited Industrial to “SF-5” Single Family Residential for residential development. The site is located 600 feet north of 13th Street north and ¼ mile west of Greenwich. The unplatted, vacant property is currently used for agriculture. The site lies within Area A of the Airport Hazard Zone (Wichita-Sedgwick Count Airport Hazard Zoning Map) and will require FAA review (FAA Form 7460-1) for any structures.

North of this site is vacant “GO” General Office and “LC” Limited Commercial zoned property within DP 274, The Oak Creek Community Unit Plan. Northwest of the site is an “SF-5” Single-family Residential zoned residential subdivision. South of the application area is LI zoned property with frontage on 13th Street North. East of the site is a “GI” General Industrial concrete plant, and GI zoned property currently requesting LI zoning. West of the site is the LI zoned Waterfront Development.

Analysis: At the MAPC hearing on May 17, 2007, no individuals spoke in opposition to the request. The MAPC voted (9-0) to recommended approval of the request, subject to staff recommendations.

Financial Considerations: None.

Goal Impact: Promote economic vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; withhold publishing the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Land generally located northwest of intersection at 45th Street North and Hoover Road.

Address:		Reason(s) for Annexation:	
5.08	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:
Existing zoning:		"SF-20" Single-Family Residential and "LC" Limited Commercial	

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0588

TO: Mayor and City Council Members

SUBJECT: A07-16R Request by Alan Rennick and George Rennick, to annex land generally located northwest of the intersection of 45th Street North and Hoover Road. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City received a request to annex 5.08 acres of land generally located northwest of the intersection of 45th Street North and Hoover Road. The annexation area abuts the City of Wichita to the north, east, south and west. The property owner anticipates that the proposed property will be developed with 45,000 square feet of office and/or commercial development within the next ten years.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 5.08 acres of property currently zoned "SF-20" Single-Family Residential and "LC" Limited Commercial. Upon annexation, the "SF-20" Single-Family Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north, east, south and west is primarily agricultural land with a couple of farmsteads to the south and west. Property at each corner of 45th Street North and Hoover is zoned as "LC" Limited Commercial, which is surrounded by "SF-5" Single-Family Residential property.

Public Services: There is a 20" water main in Ridge Road coming from the south and ending at the south right-of-way line of K-96, but there are plans to extend from a 20" water main at 29th Street North and Hoover Road. The closest sewer main is an 18" sewer main in 37th Street North, at the mid-mile between Ridge Road and Hoover Road. The developer plans on pumping to that point until such time as other facilities are constructed across Hoover Road near the northeast corner of the subject area.

Street System: The subject property borders 45th Street North to the south, which is a dirt road. The property also borders Hoover Road to the east, which is a paved, two-lane road. The Sedgwick County Capital Improvement Program 2006-2010 and the 2006 Transportation Improvement Program have scheduled Ridge Road to be widened, between 53rd Street and K-96, which is approximately 1 mile west of the subject property. The City of Wichita Capital Improvement Program (CIP) 2005-2014 does not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a seven (7) to eight (8) minute approximate response time from City Fire Station No. 13, located at 3162 West 42nd Street North. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 East 21st Street North.

Parks: The Brooks Tract Park, a 272-acre park, located directly east of the subject property, is currently being developed into a regional park. The North Ridge Village Addition Reserve D, a 17-acre park, located 1 1/2 miles southwest of the subject property, is undeveloped and functions as habitat for the Eastern Spotted Skunk. In addition, the Sedgwick County Zoo is located approximately 3 miles south of the subject property.

School District: The annexation property is part of the Unified School District 266 (Maize School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$340 with a total assessed value of \$102. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$3 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that 45,000 square feet of office/commercial property will be developed in the next ten years. The total appraised value of this development after completion is estimated at \$5,400,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$42,398 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

OCA150005 BID #37529-009 CID #76383

PUBLISHED IN THE WICHITA EAGLE ON _____

ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A07-16)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District VI respectively:

The east 311.00 feet of the south 516.83 feet of the S ½ of the SE ¼ of Sec. 22, Twp. 26-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, EXCEPT for that part designated as Hoover Road (55th Street West).

AND

The east 311.00 feet of Government Lot 5 in the NE ¼ of Sec. 27, Twp. 26-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, EXCEPT for that part designated as Hoover Road (55th Street West) AND EXCEPT for that part designated as 45th Street North.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0589

TO: Mayor and City Council Members

SUBJECT: SUB 2006-73 -- Plat of Tara Creek Addition located on the west side of 127th Street East and north of Pawnee. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site consists of 46 lots on 20.31 acres. The Annexation Ordinance for this site is also on the June 19th Wichita City Council Agenda. If annexed, this site will be zoned as “SF-5” Single-family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, sewer, water and drainage improvements. Restrictive Covenants were submitted to provide for the ownership and maintenance responsibilities of the proposed reserves and to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street. A Restrictive Covenant was provided that limits development to 30 lots prior to construction of a secondary access. The Restrictive Covenant also requires the elimination of the secondary access upon the construction of a connecting street to the west. An Emergency Access Easement has been provided.

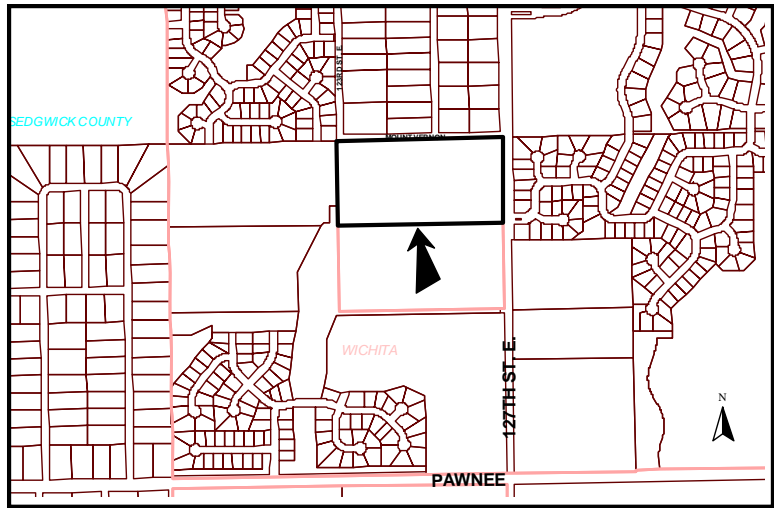
This plat has been approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions, Restrictive Covenants and Emergency Access Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



**City of Wichita
City Council Meeting
June 19, 2007**

Agenda Report No. 07-0590

TO: Mayor and City Council Members

SUBJECT: Street Improvement Agreement for Lot 4, West St. Louis Gardens Addition located west of Hoover Road and south of Central Avenue. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the Agreement.

Background: This No-Protest Agreement is associated with Lot Split Case No. SUB 2007-52 and is for the future paving of Eisenhower.

Analysis: The lot split will allow for the creation of one additional lot zoned “SF-5” Single-family Residential District. This Agreement assures the City of Wichita that this property will be included in the paving improvements and that the owners have waived their right to protest said paving improvement.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The No-Protest Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize necessary signatures.

City of Wichita
City Council Meeting
June 19, 2007

Agenda Report No. 07-0591

TO: Mayor and City Council Members

SUBJECT: DED 2007-10 -- Dedication of a Utility Easement located west of Hoover Road and south of Central Avenue. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.

Background: This Dedication is associated with a lot split case (SUB 2007-42, West St. Louis Addition). The Dedication is for construction and maintenance of public utilities.

Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

